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Current Topics.

Lincoln's Inn Old Hall.

THE INN was unfortunate on two counts at the ceremonial re-opening of its famous Old Hall on 22nd November, namely, the absence of HIS MAJESTY, due to his regrettable illness, and the misbehaviour of the weather, which elected to be at its worst on all material occasions. As against these misfortunes must be set the gracious presence of HER MAJESTY, who arrived in the drenching rain about 3.30, and was duly received by Sir THOMAS HUGHES, K.C., the Treasurer of the Inn, and the other Benchers. After tea in the "withdrawing room" above the new arch, HER MAJESTY came to the dining hall of the Inn, in which the barristers other than benchers, and their ladies had already assembled. The QUEEN then signed the "Golden Book" of the Inn at a table in the centre of the Bencher's dais specially placed for her, and Sir THOMAS presented her with a golden key as a memento of the occasion, though, as he observed, it was not fashioned to unlock the door of the Old Hall or of any other building. HER MAJESTY evinced considerable interest in the Inn plate which appeared on the tables, and Sir THOMAS led her down the Hall, to the enormous picture by G. F. WATTS on the north wall, which has recently been restored. HER MAJESTY departed after three cheers for her had been called for and vociferously given, and the guests enjoyed the good tea which was then provided. Later on the outside of the Hall was illuminated by a flood-light, and all present were permitted to inspect its interior and beautiful roof, leaving the Hall by—perhaps—the door through which the Lord Chancellor neatly dodged the "Man from Shropshire" in "Bleak House." The Lord Chancellor, however, went out into the fog, while the guests went up the new stairs, and, after inspection of the withdrawing room, down another set leading underneath the Chapel. Dickens' Old Hall was stuccoed over within and without, and its Tudor beauty destroyed; the Benchers may be congratulated on reversing this vandalism, and, at great pains and expense, on restoring to the Inn in as nearly as possible its original condition, a Hall, as claimed in their brochure presented for the occasion to the guests, fifty years older than any other in London. This brochure, with its fine illustrations of the exterior and interior, is a notable souvenir of the occasion. Now, with its restored Old Hall, main gateway, Brewster gates, the most hospitable war memorial yet erected, and, it may be added, its vine, fig-tree, occidental sundial, roses, magnolias and water-lilies, etc., the Inn holds its own in attraction with any institution in London, neighbouring or otherwise.

Incomprehensible Legislation.

IT IS a very common criticism of modern legislation that it is unnecessarily complicated and involved, that much of it is not only totally incomprehensible to the ordinary citizen, though he may not plead ignorance of it, but even presents serious difficulties to trained lawyers, including judges who have pointedly referred to certain sections of recent Finance Acts as being almost impossible to understand. With much of this criticism we are in hearty sympathy, particularly in regard to some of the legislation by reference which has unfortunately become so prevalent in recent years. But there is always another side to every question, and one reply to such criticism is to refer to the complicated subject-matter with which such legislation has to deal, such as the law of real property, the simplication of which has been such a long and difficult task. Another reason, however, may be found in the constant endeavours made by interested persons to evade laws which they have found inconvenient, and which may be illustrated by the following story. Earlier in the year a partnership action was proceeding in one of the Chancery Courts, and counsel was analysing the terms of the deed. One clause seemed to puzzle the judge and he observed that he could not see with what object the parties had inserted it. Counsel explained. "One approaches a document of this kind," he said, "by trying to discover what particular statutory enactment such a clause is intended to evade. This clause is evidently framed with the intention of evading a material section of the Deeds of Arrangement Act, 1914."

Notice to Quit under the Small Tenements Recovery Act, 1838.

A POINT which apparently is not covered by direct authority was raised at Kingston recently on the service of a notice to quit under the Small Tenements Recovery Act, 1838. Section 1 of the Act requires the notice to be served "in the manner hereinafter mentioned." This manner is prescribed by s. 2, which directs that "the person serving the same shall read over the same to the person served or with whom the same shall be left as aforesaid, and explain the purport and intent thereof." In fact the applicant for possession was proceeding to observe this formality by reading the notice to the respondent, when the latter took it out of her hand, saying, "I am quite capable of reading it myself," and ran upstairs with it. On behalf of the respondent it was urged that the observance of the formalities directed by the Act was peremptory, and that, since they had not in fact been observed, for whatever reason, the service was invalid. The magistrates held that the formalities prescribed by s. 2 were directory only, and, since

the respondent had herself chosen to interrupt them, she had waived them, and that, therefore, the service was good. The cases where "shall" in a statute has been construed as merely directory, and where it has been construed as peremptory are collected in "Stroud's Judicial Dictionary," and are very numerous. The Act of 1838 does not in fact provide that service shall be void if the formalities are not exactly followed, and it may be regarded as directory on the principle of such cases as *Vickers* v. *Siddall*, 1890, 15 A.C. 496 (this argument being dealt with more fully in the report in C.A. 39 C.D. 92), when the requirement in the Patents Act, 1883, that a complete specification must end with a distinct statement of the invention claimed, was held directory only, *R.* v. *Birmingham*, 1828, 8 B. & C. 29 (the requirement of consent to the marriage of a minor), and *Sneath* v. *Taylor*, 1901, 2 K.B. 376 (the requirements as to the form of a public analyst's certificate for the purposes of the Adulteration Acts). The section being held directory only, the interruption of the proper formalities by the respondent was plainly not a meritorious defence, and was rightly over-ruled. It may be added that the decision was entirely in accordance with, if not covered by, the Privy Council Case of *Corporation of the City of Toronto* v. *Russell*, 1908, A.C. 493.

Drinks in Court.

We have all heard of a former Lord Chief Justice who drank sherbet and water on the bench during hot afternoons. A cup of tea has often refreshed a jaded magistrate at a late sitting. We have even known of a somewhat eccentric metropolitan magistrate of long ago who, cutting short a hasty lunch in order to return to his congested list, gnawed at a chop bone while hearing cases. But never, until last week, had we read of a witness expressing a desire for a drink, not of water but of wine, and of being satisfied then and there. According to the daily press, a merchant who was giving evidence at the Mansion House Police Court upon a summons under the Merchandise Marks Act, in connexion with the sale of wine, remarked, upon the mention of Sparkling Moselle: "I should like a drink now." Thereupon, apparently, an officer of the court opened a bottle and the witness took a drink, wishing the magistrate and counsel "good health." The incident reveals attractive possibilities hitherto hardly realised. Giving evidence may become a pleasure instead of a distasteful duty. There are many cases involving the mention of cakes and ale, and the other good things of life, and if the witness is quick to take his cue and the court equally ready to respond, there will often be a pleasant little interlude. The courtesy should, however, be extended beyond the witness. Bench, advocates and court officials should be given a chance of being happy and sociable together. The hearing of night-club cases in particular ought to become thoroughly enjoyable. Champagne, cocktails, sandwiches and many other dainty trifles must needs be mentioned, and, stimulating desire, should lead to refreshment. Dancing, too, often enters into the evidence. Why should not a witness, emulating the witness at the Mansion House, say: "I could do with a dance now"? Dullness and monotony in the police courts would soon be relics of the past; there are few cases in which gaiety or alcohol, or both, find no place.

Economy of the Truth.

Private Alf Copper, in "Traffics and Discoveries," "was, by temperament, economical of the truth," so, in the hands of the enemy, he gave his name as "John Pennycuik." We are reminded of "pore Tommy" by an answer to a question in the House of Commons the other day. The art of answering questions is the art of being economical of the truth, and, when the artist is assisted by a little naivety in the questioner, the latter and the world at large are apt to be misled. The question was how many prosecutions for "offences" in Hyde Park had taken place during the three months ended 31st October. The answer given was that "there were 264 prosecutions for various offences in Hyde Park, involving 298 persons. In every case except three, involving three persons, the offence was found to have been proved." The second half of the same question asked as to additional lights, and in a "supplementary" the worthy member asked "Why, if the present system of lighting was sufficient, there should be such an extraordinarily large number of prosecutions." The questioner evidently had in his mind prosecutions for indecent acts. The reply dealt with "offences," quite truthfully, but, with due regard to economy, answering the letter of the question, and, as the supplementary answer to the supplementary question said, the lighting had not necessarily anything to do with the matter. A glance at the regulations will show that this is so. It is unlikely that a hearse will enter the park without authority, because parts of the park are ill-lit. Reckless horse-riding after dark is a little improbable, unless a nightmare galloping on the chest of a recumbent tramp be counted. Taking photographs without authority is likely to be a rare offence after nightfall. We grant that it is possible to wash clothes in the dark, to throw a dead cat into a pond, or to climb a tree; but dumb show performances would fall a little flat, and even a wrestling match would hardly attract a large crowd. Bath chair occupants usually shun the night air, and so will not proceed three or more abreast, and the same applies to the guardians of perambulators. We should be surprised if it did not appear, on further enquiry, that the majority of the 298 persons prosecuted were not committing offences which had much to do with the park as such. The total would, for instance, presumably include a very considerable number guilty of minor motoring offences on the roads through the park. The questioner should try again.

A Husband's Rights.

In a wife's proceedings for maintenance at Southend, a letter of the husband, a fitter, to her was put in as follows: "So you say I am to do my duty. Well, there is one thing you seem to have forgotten. I am your husband, and therefore have certain rights which I can claim. You will leave Westcliff, and live where I choose, and no relation of yours shall be brought to my house. You will do your duty as a wife. I shall be master in my own house, and you will have a man to deal with, not a fool . . . you will behave and do as you are told . . . do not forget that in future I dictate terms, not you." The wife's solicitor put to the writer that this was "cave-man stuff," but he maintained that it was "sound common sense." The Bench made the order, but the report does not make it at all clear on what ground. The above letter may be regarded as harsh and unconciliatory, but, so far as a husband as such has any legal privileges left, actual or theoretical, the fitter states them concisely and accurately. He, in fact, does in law choose the matrimonial home, is master of it, asks his own guests, and, if married by church service, at least is entitled to his wife's obedience. Times change quickly, and the letter may be regarded, not as that of a cave-man, but of an early Victorian husband, whiskered and respectable, reproving a flighty wife. Be that as it may, it did not "get over" the Southend Bench, who must, however, surely have found that the wife was otherwise justified in leaving her husband, and that, so long as he was in the mood indicated by the terms of the letter, she was not called upon to return to him.

The Right to Refuse to Trade.

The case of *Sealey* v. *Tandy*, may also be quoted for the broader proposition that any tradesman can arbitrarily decline to deal with or sell goods to any would-be customer. On the abstract question, however, there may be some difficulty in reconciling that right, especially if he had placed priced goods in his shop window, with the cases of contract by public advertisement, such as *Carlill* v *Carbolic*.

Smoke-Ball Co., 1893, 1 Q.B. 256. A licensed victualler certainly invites the public at large to enter his house and buy drinks, as a butcher does meat, or a draper handkerchiefs and stockings. A publican does not display the actual drink a customer may buy in the window, but he advertises many of them on window or front, and a draper will usually have priced handkerchiefs in the window. According to the *Smoke-Ball Case*, anyone who came in and put down money for a particular beer advertised by a public-house or the price of a particular handkerchief in a draper's window, ought to have it. According to *Sealey* v. *Tandy*, the publican or tradesman would have the right to refuse the deal. In every-day affairs, of course, the possible discrepancy between these two cases is of no importance whatever, because neither publican nor any other tradesman, with sense in his head, refuses to deal with a would-be customer if he can possibly help it. A subject for debate may perhaps be suggested on these lines: "A furrier dismisses an assistant; the latter, in revenge, takes the priced tag of 100 guineas off a handsome fur coat in the window, and substitutes one of five guineas. A lady, without knowledge of this substitution, but knowing something of the value of the fur, enters the shop, places five guineas on the counter, and demands the article. Is she entitled to do so?"

"Plying for Hire."

THE RAPID increase in the number of motor omnibuses in London and other great towns and of long distance motor coaches elsewhere has led to numerous prosecutions in respect of infringements of the statutes relating to the licensing of stage carriages to ply for hire. Many of these have led to High Court decisions, the result of which has been to show that the law on the subject leaves few or no loop-holes and that "plying for hire" is an expression of wide meaning. A prosecution in a London police-court last week provided a slight variation from the usual run of cases. In *Police* v. *Bruce and Others*, heard before Mr. J. B. SANDBACH, K.C., at the Lambeth Police-court, the defendant, Bruce, was the owner of several motor coaches with which he proposed to provide a regular omnibus service for a district in which, as was admitted, there was an insistent public demand for such facilities. His applications had, however, been refused by the authorities, partly because the route proposed was considered unsuitable for such traffic. Thereupon he ran one or two omnibuses, having advertised the service, and announced them as free to adults of the district in question. The evidence showed that no money was ever demanded from passengers, that to an inquiry by a police officer passenger what the fare was, the answer was given that the omnibus was free, and that a boy, who acted as conductor, had refused to give change. In fact, however, many passengers gave money by throwing it upon a folded coat lying on the floor, or, on one occasion, by putting it in a box which had originally been intended to receive tickets from advance bookings—the advance booking system having been abandoned by the defendant after he had taken advice. Sir WALTER GREAVES-LORD, K.C., who appeared for the defence, sought to distinguish the facts from those in *Cocks* v. *Mayner*, 1894, 58 J.P. 104; 70 L.T. 403; 38 SOL. J. 100, as there was no invitation whatever to passengers to pay any fare. The defendant's object was simply to demonstrate, by carrying a large number of passengers daily, the undoubted need for a service of omnibuses, and thus to secure, for himself as he hoped, the necessary licences which would enable him to run a paying service in the future. The learned magistrate, however, said he was unable to draw a distinction: actions sometimes spoke louder than words, and here many passengers did in fact pay, and a folded coat was left on the floor upon which coins were thrown down. Why, he asked the defendant in the box, did he not return all this money, if he really meant to make no charge? In convicting the defendant, and imposing fines, the magistrate expressed his willingness to state a case if it were desired.

The Recent Football Coupon Case.

PRIOR to 1920 a business had grown up of selling printed coupons for some small sums of money, each coupon giving a different result of the pending Association football matches, and the holder of the coupon which gave the correct results being entitled to draw a large money prize. The football coupon business was also conducted in other ways. The coupons were sold on the football grounds, in the streets and in shops. To put a stop to the carrying on of such a business, a demand was made that not only the carrying on of such a business should be made illegal, but also the printing of these coupons.

The Ready Money Football Betting Act, 1920, was accordingly passed, which enacted that any person who in the United Kingdom writes, prints, publishes or knowingly circulates any advertisement, circular, or coupon of any ready money football betting business, whether such business is carried on in the United Kingdom or elsewhere, or attempts to cause or procure any of these things to be done, or knowingly assists therein, shall be liable on summary conviction to a fine of £25, etc. "Ready money football betting business" shall mean any business or agency for the making of ready money bets or wagers, or for the receipt of any money or valuable thing as the consideration for a bet or wager in connexion with any football game. It will be observed that the Legislature threw its net rather wide, and that the main question in every case taken under this Act is, was the transaction in question a bet or wager? The word "wager" does not appear to carry the matter much further, as it is practically tautological with "bet." In deciding whether or not a transaction is a bet, the judgment of Mr. Justice HAWKINS in *Carlill* v. *Carbolic Smoke Ball Co.*, 1893, 1 Q.B. 256; 41 W.R. 210, is always quoted. We think that a bet should be defined as an agreement whereby one party thereto is to win and the other to lose, upon the ascertainment of the result of an event in which each party to the knowledge of the other has no interest. This definition is founded upon Mr. Justice WILLES' judgment in *Wilson* v. *Jones*, 1867, L.R. 2 Exch., at p. 141, and the recent case of *Ironmonger & Co.* v. *Dyne*, C.A. 44 T.L.R. 497, appears to support this submission.

Recently competitions have been conducted by the proprietors of numerous high-class newspapers, whereby prizes of large amounts have been offered weekly for the correct or most correct results of a number of football matches. Once these competitions were started, the keenness of the ordinary commercial rivalry between them compelled other newspapers to follow suit. These competitions were generally conducted under certain rules printed in the newspaper, which allowed a competitor to send in as many printed coupons taken from the newspaper as he bought copies.

The first important case under the Act was decided in Scotland. In *Strang* v. *Brown*, 1923, S.J. (J.) 74, the Scottish judges decided that an offence might be committed even if the prize offered were of an indeterminate amount or the defendant could not lose, because he paid the winner out of the unsuccessful competitors' contributions. In *Suttle* v. *Cresswell*, 1926, 1 K.B. 264, the justices had found as a fact that the "vast majority" of purchasers had bought the paper for the sake of the football competition coupon, and the Divisional Court upheld the conviction. On the 9th May, 1927, in the case of *Turf Publishers Limited and Odhams Press Ld.* v. *Davies*, an appeal by the appellants against a conviction by the Stipendiary Magistrate for Merthyr Tydfil for publishing and printing a coupon of a ready money football betting business in a paper called the *Racing and Football Winner*, was dismissed by HEWART, L.C., AVORY and SHEARMAN, JJ., sitting as a Divisional Court. The "Racing and Football Winner" was a small pamphlet, and not an ordinary newspaper. In his judgment dismissing the appeal, the Lord Chief Justice stated that in *Suttle* v. *Cresswell*, *supra*, the justices found as a fact that the vast majority of the purchasers

of the sheet purchased it for the football coupon, but the expression "vast majority" was not in the least necessary for the decision of that case. Mr. Justice AVORY in his judgment pointed out that this Act does not make it an offence for a person to carry on a ready money football betting business in the sense that he carries on no other; this statute makes it an offence for any person to print or publish any advertisement or coupon of any ready money football betting business, and a man may very well print a coupon of a ready money football betting business although that coupon is printed in a newspaper and the newspaper may have something else in it other than the coupon. The mere fact that it has something in it, other than the coupon, does not show that the man is not printing the coupon of a ready money football betting business. Mr. Justice SHEARMAN in his judgment said that in *Suttle* v. *Cresswell* the court practically found that the whole of the document which was alleged to be a coupon was a coupon, and nothing else. It is obviously not necessary to prove on the words of the statute that the thing complained of is a coupon and nothing else. I am quite willing to accept that there is a good deal in the *Racing and Football Winner* which may appeal to other classes of the community. Once you buy a twopenny copy of this paper you can fill up a coupon, making certain guesses at the winners, and to borrow a metaphor from a humble source, for every twopence you invest you have one shy at the prize, and you may possibly get the whole of it, or you may miss altogether, as you probably will, or you will knock a small or large piece off the £100 prize which is offered. It is perfectly clear that this paper has upon it, and as part of it, a coupon, the publishing of which in itself is an offence against this Act.

It is somewhat extraordinary that, after this important decision, the newspapers continued to conduct their football competitions on the lines they did. Probably the explanation is their ignorance of this decision, the law reporters for some reason or other, having omitted to report this case, the only reference in any report being a very short one in 1927 "Weekly Notes," at p. 190.

Prior to July, 1927, Sir W. C. Leng & Co. (*Sheffield Telegraph*) Ltd., the proprietors of the *Sheffield Daily Telegraph*, and other associated papers, conducted a weekly football competition offering a prize of £200 weekly for forecasting most correctly the results of twelve football matches, and they paid over £7,000 in prizes during that season. A competitor was permitted to send in as many printed coupons as he cared to buy papers. The Chief Constable of Sheffield having written to the company that he considered that the competition was illegal and threatening legal proceedings, the company suspended their competition for a time.

Having amended their rules in accordance with legal advice, the company recommenced these competitions. The chief alterations made in their printed rules were that every coupon would be dated and that no competitor would be allowed to send in more than one coupon taken from one and the same issue. The coupons had to be sent in an envelope on which the competitor's name was written. The coupon for each weekly competition appeared in the six morning papers, the six evening papers, and in the Saturday night *Sports Special*, so each competitor could send in thirteen coupons for each competition. Any competitor who considered that he had been successful was required to send in a claim for the prize, and only the envelopes containing the claimants' coupons were opened, about five full sacks of coupons being destroyed each week unopened.

On the 4th July, 1928, the Sheffield City Justices convicted the appellants of publishing in the *Sheffield Daily Telegraph*, a coupon of a ready money football betting business, and the appellants appealed from the conviction by a case stated. In the special case, which the Lord Chief Justice stated had been carefully prepared, the justices described how a box for envelopes containing coupons was habitually placed in the High-street, Sheffield, outside the appellants' premises, and numerous other similar boxes in other places in the district, and to cope with this competition business during the forty weeks it lasted, the appellants had a special department, consisting of ten girls, whose salaries amounted to £10 a week, in addition to the £200 a week paid in prizes. The justices found, as facts, that the competition was conducted as a commercial undertaking for profit, with three objects in view (1) to interest the readers of the paper; (2) to keep up or increase the circulation of the paper; and (3) to meet the competition of other papers that conducted similar competitions. The circulation was of importance to the appellants, as the number of advertisements and the price to be obtained therefrom might decrease if the issue went down. So far as they were entitled to draw inferences from the evidence tendered, they drew the inference and found, as a fact, that some persons bought the paper solely for the sake of obtaining the coupon, and that some persons bought the paper partly for the sake of obtaining the coupon and thereby acquiring the chance or possibility of winning a prize. They found as a fact that there was some relation between the penny paid for some of the copies of the paper and the coupon printed in it. Lastly, they found as a fact that the chances of this competition were not alike favourable to all the competitors or players, including, among them, the appellants, by whom the competition or game was managed, and against whom the competitors so played. This last finding is, by s. 2 of the Gaming Act, 1845, some evidence of the keeping of a common gaming house.

The Lord Chief Justice, in dismissing the appeal, said that it was quite immaterial that the defendant in a prosecution under the Act was carrying on some other business, as well as that which was said to be the betting business, however well established and well-known that business was. The statement of the facts in the present case satisfied him that there were overwhelming materials before the justices which entitled them to come to the conclusion to which they had arrived. Indeed, he could not see how they could have come to any other conclusion. It might be that the facts showed that the appellants had committed an offence under the law relating to lotteries, but that did not arise at the moment. Mr. Justice AVORY thought that there were ample facts to justify the justices in drawing the inference that some persons, at all events, bought the paper partly for the sake of the coupon. In order to support the conviction he did not think that it was necessary to draw the inference that there were persons who bought the paper solely for the sake of getting coupons, although he had no doubt that one would be justified in drawing that inference. To constitute an offence it was not necessary that there should be direct evidence that persons had bought the paper for the sake of the coupon only. Mr. Justice ACTON concurred.

Where the evidence available, if the case for the prosecution is properly prepared, is adduced, it is now open to a petty sessional court, and possibly, according to *Lee* v. *Taylor and Gill*, 106 L.T. 682, it is their duty, to draw the inference that there is some "relation," without finding the proportion, between the price paid for the newspaper and the prize offered, and that some competitors bought the paper partly for the purpose of obtaining the coupon. If they so find, betting is proved. This case may be taken as finally settling the law as far as the Ready Money Football Betting Act, 1920, is concerned. The further question arises whether this decision will not render illegal competitions that have been conducted in newspapers as to the result of events other than football matches. Competitions have been organised, whereby prizes were awarded to the person sending in a printed coupon whereon he most correctly forecasted the number of votes cast for the respective political parties in the recent municipal elections. It follows as a result of this case, that "bets" were made of the price paid for the newspaper against the money prize offered. It has already been decided that in prosecutions under the Betting Houses Acts, the question

whether or not skill is involved, is immaterial. See *Peers* v. *Caldwell*, 1916, 1 K.B. 371; *R.* v. *Peers*, 1917, W.N. 85; 33 T.L.R. 231. In the recent case of *R.* v. *Kirby*, 1927, 20 Cr. App. R. 12, the Court of Criminal Appeal considered this point as finally settled. It will also be observed that Lord HEWART raised the question whether the facts in the *Sheffield Telegraph Case* did not show an offence under the Lotteries Act. In *Taylor* v. *Smith*, 1883, 11 Q.B.D. 207, where one pound packets of tea were sold, containing a coupon entitling the purchaser to a prize varying in character and amount, it was held that, although the tea was quite good value for the money, the scheme, nevertheless, constituted a lottery. In *Willis* v. *Young and Stembridge*, 1907, 1 K.B. 448, it was held that all the chances were paid for in the mass by the general body of those who bought the newspapers, although one individual might not pay for his chance. The person distributing the chances was, therefore, paid for them if all of them were considered, notwithstanding the fact that some of them were given away for nothing, and that the competition in that case was a lottery.

Post-War Police Mentality.

IMPLICIT in the terms of reference of the Royal Commission on police powers and procedure is the question what change, if any, has taken place in the attitude of mind of the police towards their duties in the investigation of crime. The question finds actual expression, not as the general and fundamental one it truly is, but with regard to two specific matters. The reference itself speaks of the observance of the judges' rules "in the letter and the spirit", the questionnaire asks as to any change in the police method of taking statements, "either in form or in the spirit."

This way of approach is characteristically English in its avoidance of the wider and more abstract enquiry, and its attention to concrete and definite instances calling for treatment. It has the advantage of reducing the scope of an enquiry to reasonable proportions; it holds the danger of missing the key to the whole position.

Here, unhampered by the possible prolixity of witnesses and the public impatience of philosophic reflection, we may be permitted to examine the subject from the wider angle, with due detachment, attempting to apportion neither praise nor blame, but simply striving to see how things stand.

Behind and conditioning the scope of the great war was a very definite conflict of ideas: on the one side the notion of the sovereign state, answerable to none, the end forever justifying the means; on the other the notion or the community, like the individual, bound to conform with abstract conceptions of justice and morality—the executive idea deified, at grips with the judicial idea claimed to be supreme.

The judicial idea was victoriously upheld, at the cost of the infusion into many of its adherents, real and nominal, of a considerable infection from its opposite.

There is overwhelming evidence, from all over the world, of post-war magnification of the executive. We see dictatorships in Italy, Spain and Turkey, an Act for the Organisation of the Nation in Time of War in France. In our own country we have an Emergency Powers Act, a vast increase in legislation by order in council and departmental regulation, a handing over of judicial functions to executive departments, a great reluctance to reduce the handicap of the subject in litigation with the Crown.

Everywhere there is proof of a definite ply taken by mankind generally to strengthen the hands of the executive in dealing with real and supposed social dangers. Some of them are real enough; the dangerous drug traffic for instance, with modern capacity for production and distribution, and its intensely evil effects rapidly developed, is something new in the history of the world. The spread of disease in swift radiation from hitherto comparatively restricted areas is another unpleasant threat to mankind's peace of mind. Political ideas of high explosive power run from the confines of Poland to the China Sea, and beyond, with a speed and effect truly frightful to contemplate. A shrunken world shows itself so charged with mischief that men are ready to set up any rampart against it, though the ramparts may become their own prison.

Thinking of all these things, let us address ourselves anew to the question whether the police outlook on their task in England has changed since the days before the war.

Would it not be a miracle if it had not changed? Would not the surprising thing be that in a world in flux one institution had remained rigid, that a powerful and almost universal current of thought had been resisted by one body of men, whose work, too, lay among the wilder eddies produced by that current?

Only one answer is possible. There must have been a change, and the question posed by the words "if any," is an idle one. Not, has any change taken place, but what change has taken place, is the true matter of debate.

Here, again, there is plenty of evidence. We do not propose to elaborate it. That is for the Commission. But to show what we mean, let us briefly note two phenomena.

There is greatly increased solidarity amongst the police forces of England. War-time co-operation has carried over into peacetime. Greater uniformity of pay, conditions of service and training, are having an immense effect. Under diverse control, the local police forces are yet tending to become one national force, in spirit though not in form.

There is a certain, and, one is inclined to think, a growing impatience of the police with the judiciary. After cases are decided in court there are sometimes protests, amounting in one reported instance to a public charge of unfairness. There is, on occasion, a sort of bewildered resentment, as in a case this year: "If you cannot rely on the evidence of two reliable officers then it is time for us to give over." The same feeling was voiced in the annual report of the Commissioner of Police of the Metropolis for 1923.

Whether these symptoms are good or ill we shall not here debate. We have no case to make either for or against the police. Our present thesis is that there has been, and of necessity must have been, change. To represent the English police as the one unaltered element of the national life is to talk without meaning. When the times change *all* men change with them. So many of both the friends and the critics of the police talk as if police constables were not men.

A reaction against the growing power of the executive has begun. The appointment of this Royal Commission is itself an indication of that, and it is peculiarly interesting that some of the first signs of the tide beginning to run the other way are connected with an institution as to which men are still asking whether it has changed or not.

Somewhere a line has to be drawn between the liberty of the individual and the needs of the community. This line is settled afresh by each generation. Nay, it changes from year to year, even from day to day. For it is in men's minds, and has no existence anywhere else.

The present Royal Commission is, in essence, a boundary Commission. Its recommendations will perhaps determine, for a period, the limits within which part of this elusive boundary line shall fluctuate. The Commission has a difficult task; if it be not recognised for what it essentially is, that task becomes an impossible one.

A Conveyancer's Diary.

Wills and Intestacies (Family Maintenance) Bill.

A conference to discuss this Bill was held at Lord Astor's house, 4 St. James'-square, on Tuesday, 27th ult., Lord Astor being in the chair. The Bill was explained at some length by its draftsman, Sir Benjamin Cherry.

It will be remembered that this Bill, following a motion by Lord Astor in the House of Lords last session, seeks to make statutory provision for the compulsory maintenance by testators and testatrices of their surviving spouse and children. It also contains provisions for compelling, in certain cases, the continuation of voluntary allowances to dependants after the death of the person making the allowance.

Sir Benjamin Cherry pointed out that the Bill contained a mixture of the Scottish and Dominion practice, the latter being introduced to enable solicitors to advise their clients whether their wills will be affected by the Act or not.

He pointed out, also, that one of the main objections which had been made by a member of the legal profession was that a person might so dispose of his property, during his life, that there would be little or nothing left on his death for the statute to operate on. It was proposed to remedy this defect by providing that the court could set aside voluntary dispositions effected within three years before the date of death. It was also proposed to change the amount of provision which would exclude a surviving spouse from a right of action under the statute from £3,000 a year to £2,000 a year.

Sir Benjamin Cherry remarked that there was a strong consensus of opinion amongst members of the legal profession that something on the lines of this Bill ought to be done. He feared that unless the change was made on wide lines there would be little chance of obtaining enough parliamentary time for the passage of the Bill and that, if a Bill dealing only with essential points was passed into law, it would not be possible later to carry a Bill dealing with the other matters which ought to be attended to. He hoped that those who wished to suggest technical or drafting amendments would write to Lord Astor.

There was little serious criticism of the Bill shown at the conference, most of the persons present being principally concerned to enquire how the Bill would affect specific cases of hardship within their knowledge.

We must confess that we are not quite so enthusiastic about this Bill as its learned draftsman. It introduces changes of a most far-reaching nature, and before we can give it our unqualified support we shall require more evidence that all the proposed changes are really necessary. Even if the principle of the Bill is sound, we must assure ourselves that the means proposed for carrying out these principles will work smoothly and inexpensively in practice.

At Lord Astor's conference there were several proposals for enlarging the power for the County Courts to try cases under the Bill, in order to save costs; it was pointed out that many of the worst cases of neglect of family responsibilities among testators occurred in cases of relatively small estates, and that these cases, though numerous, had not attracted so much notice from the press as those in which large fortunes were concerned; fears were expressed that the surviving spouse, children and dependants of such persons would not dare to avail themselves of the relief afforded by the Bill unless the costs of proceeding under the Bill were reduced to very small proportions.

This seems to us to call for most careful consideration, as there could be nothing more fatal to the Bill than an objection that those most in need of its help could not afford to avail themselves of it.

Landlord and Tenant Notebook.

Transfer of Matters under the Landlord and Tenant Act, 1927, from County Court to High Court.

In our last issue (72 Sol. J. 789) we considered the question of the transfer of proceedings from the County Court to the High Court, and we now propose to consider the grounds on which such a transfer might be made.

Section 126 of the County Courts Act, 1888, provides that a transfer might be made if the court or a judge of the High Court "shall deem it desirable that the action or matter shall be tried in the High Court," and the meaning of these words has been judicially considered in a number of cases.

We think it is clear that the onus of satisfying the court that the case is one which ought to be removed rests on the party applying for the transfer. On the other hand, it is not incumbent on the party opposing the application to satisfy the court that the case is one which should not be removed.

In *Banks* v. *Hollingsworth*, 1893, 1 Q.B. 442, where it was sought unsuccessfully to remove a case from the mayor's court under a provision of the Borough and Local Courts of Record Act (on the grounds, *inter alia*, that charges of fraud were made), providing that a transfer might be made "in cases which shall appear . . . fit to be tried in one of the superior courts," Lord Esher, M.R., in commenting on the meaning of these words, said: "Now what is the meaning of 'fit to be tried in the superior court'? It cannot mean 'able' to be tried in that court, for that would involve a question of jurisdiction which is obviously not the meaning; it must mean where it appears to a judge that the action is one which 'ought' to be tried in a superior court . . . The question is whether, considering all the circumstances of the case and the interests of the parties and of public justice, the case ought to be tried in the High Court . . . and the judge who has to determine the question of removal must consider all the circumstances. He must consider the amount of the claim; it may be important if the amount claimed is very small, yet if it involves questions of a complex or highly difficult nature requiring the knowledge and experience of the judges of the superior court for their determination, the judge may well be of opinion that it should be tried in the superior court. There are many other circumstances which would properly influence his decision . . . such, for instance, as the court in which justice will in the particular case be more speedily arrived at; for it might be that in the superior court a case involving some difficulties could not be reached for some months, yet the inferior court might be perfectly able to try it at once."

In *Donkin* v. *Pearson*, 1911, 2 K.B. 412, there was only an important question of law which arose for determination, and an order for removal was made, but as Bray, J., pointed out in his judgment, there may be other grounds as well on which a transfer might be ordered. Thus, Bray, J., said in his judgment: "The expression 'desirable' (in s. 126 of the County Courts Act, 1888) includes other matters than the mere fact that a difficult question of law is involved, for instance, in the present case the court is bound to consider the fact that the plaintiff is a poor man and that it would be hard that he should pay such large sums in costs . . . If there were no *bonâ fide* defence to the action it would be a ground for refusal to make an order for removal, because in that case the action would be as equally fit to be tried in the county court as in the High Court."

Reference may also be made to *Challis* v. *Watson*, 1913, 1 K.B. 547. That case seems to go further than any of the other cases, since there it was held that s. 126 is not confined to cases in which the action the subject-matter of the application is in itself more fit to be tried in the High Court than in the County Court, and that it gives the most absolute discretion to the High Court or a judge thereof and enables the court in any case in which it thinks it desirable that the case should be tried in the High Court, to order its removal accordingly.

Our County Court Letter.

COLLISIONS IN HARBOUR.

MUCH was left to the imagination in the recent case of "*The Young Sid*," although the conversations after the accident were probably irrelevant to the point of law involved. The facts were as follows: Both vessels were in Lowestoft Harbour, and the "Ocean Swell" (of Great Yarmouth) had left the trawl basin stern first and had turned towards the harbour entrance when a collision occurred with the "Young Sid" (of Lowestoft), which vessel was coming down from Wavertree Lock at the same time. The county court judge at Lowestoft held that the "Ocean Swell" was two-thirds and the "Young Sid" was one-third to blame and the owners of the latter vessel were content to accept the judgment. The owners of the "Ocean Swell" appealed on the ground that—(1) their vessel was in the fairway and the "Young Sid" should not have continued on her course, as by doing she brought about the collision; (2) the preponderance of blame was on the "Young Sid"; (3) alternatively, the "Ocean Swell" was not to blame at all. In the Divisional Court the President, Lord Merrivale, pointed out that the county court judgment included a finding of fact that both vessels were racing, in an attempt to discover which could leave the harbour first. On the face of it, this meant that both vessels were equally to blame, and Mr. Justice Hill concurred in allowing the appeal on this basis.

The position as to apportionment of blame had been previously reviewed in "*The Karamea*," 1922, 1 A.C. 68. That vessel had been leaving Montevideo Harbour at the same time as the "Haugland" had been entering, and as the two vessels were on crossing courses in circumstances governed by the Regulations for Preventing Collisions at Sea, Articles 19 and 21, it was the duty of the "Karamea" to keep her course and speed and the "Haugland's" duty to keep clear. In regard to the subsequent collision Mr. Justice Hill held that the "Karamea" was three-fourths and the "Haugland" one-fourth to blame, but the Court of Appeal and the House of Lords held that blame should be apportioned equally. The rule was laid down as follows: On an apportionment of blame under the Maritime Conventions Act, 1911, s. 1, the Court of Appeal will not lightly interfere with the judge's discretion if it agrees with him on the facts, but if it finds that one vessel was more blameworthy on matters in regard to which she was previously held not to blame, the Court of Appeal will vary the decision as to apportionment. The rule was more explicitly stated in "*The Clara Camus*," 134 L.T. 50, that vessel having been in collision with the "Metagama" in a fog. Lord Merrivale had held that both vessels were equally to blame for excessive speed, but the learned President in apportioning the blame had not taken into account the failure of the "Metagama" to stop her engines in accordance with the Regulations for Preventing Collisions at Sea, Art. 16. The Court of Appeal therefore varied the judgment by pronouncing the "Metagama" two-thirds and the "Clara Camus" one-third to blame, and Lord Justice Bankes stated that if it should be found that the judge in the court below has not taken into consideration at all an obviously important matter, it would be the duty of the appellate court to interfere.

An important matter for preliminary consideration, is whether the subject matter is cognisable under the Admiralty jurisdiction of the county court. In *Mersey Docks and Harbour Board* v. *Turner*, 1893, A.C. 468, the respondent was the owner of the s.s. "Zeta," which had been damaged by a collision with the pierhead of an inner dock at Liverpool. The President gave judgment against the Board by reason of negligence, but did not award costs to the plaintiff on the ground that the action might have been brought in the county court. The House of Lords affirmed this decision on the ground that the Admiralty jurisdiction of the county court includes a claim for damage to a ship by a collision with an object not a ship. On the other hand, it was held in "*The Normandy*," 1904, P. 187, that the county court had no Admiralty jurisdiction to deal with a claim for £200 against a ship for damage to Ilfracombe pier. The Divisional Court therefore directed a writ of prohibition to issue against the county court judge at Barnstaple, the anomaly between this case and the last being explained by reference to the County Courts Admiralty Jurisdiction Act, 1869, s. 4, of which covers the case of damage to, but not by ships.

Practice Notes.

THE SCOPE OF A SEA FISHERY BYE-LAW.

THE magistrates at Exmouth were recently confronted with a problem of punishment in a case in which two fishermen were convicted of illegal trawling and fined 20s. each. It was not suggested that the defendants were poachers, as they were local men who made their living in the sea fisheries, but in so doing they had broken a bye-law of the Devon Sea Fisheries Committee. This authority had found it necessary to protect the small bays, which are breeding grounds for fish, but are more easily swept in these days of motor propelled craft. In addition to providing for a fine for one offence, the bye-law renders a defendant liable on an additional offence to a cumulative penalty for each day during which the offence continues, and in any case to the forfeiture of the equipment. It was contended for the prosecution that an order for forfeiture automatically followed a conviction, otherwise there would be no check on a repetition of the illegal practice. The magistrates doubtless observed that although the bye-law authorised forfeiture "in any case," these words followed the provisions with regard to a continuing offence. The result was that on a charge relating to one date the magistrates had a discretion, which they exercised in the defendant's favour by making no consequential order. The court is only deprived of its discretion by wording such as that in the Criminal Justice Act, 1925, s. 40, with reference to the disqualification from holding a licence of a driver convicted of being drunk in charge of a motor car, or the Poaching Prevention Act, 1862, s. 2, with reference to the forfeiture of game poachers' guns and nets. The word "shall," if followed by the words "be liable to," loses its peremptory character and becomes equivalent to "may," and the words "in any case" are also not imperative if preceded by an expression meaning "may."

STREET TRADING.

STATUTES and bye-laws are often adversely criticised on the ground of prolixity, but the dangers of brevity are illustrated by a recent case at Brierley Hill. The local education authority had made a bye-law under the Education Act, 1921, s. 91, to the effect that no boy shall be employed in street trading, preferring this concise form to the model bye-law of the Home Office, viz.: "No boy shall be employed or engaged in street trading." Section 96 of the above Act provides that if any person employs a child in contravention of any bye-law, or if any parent has conduced to the alleged offence, fines may be imposed in each case of 40s. for a first and £5 for a subsequent offence. It is further provided that if any person under the age of sixteen contravenes any bye-law, he shall be liable to a fine not exceeding 20s., with other penalties for a subsequent offence. A boy was accordingly charged with being unlawfully employed in street trading; a newsagent trading at Old Hill was charged with unlawfully employing the boy; and the latter's mother, who lived at Quarry Bank with her husband, a labourer, was charged with conducing. The stipendiary magistrate for South Staffordshire held that the boy had sold a paper in the street and that he knew he was doing wrong, but although he was thus engaged in street trading it would be a forced construction to say that he was employed within the meaning of the bye-law, which only

created an offence by the employer. All the summonses were therefore dismissed, as the case against the newsagent was not proved and that against the mother failed as a necessary consequence, although it was intimated that there was some evidence against her of employing but not of conducing. It should be noted that s. 91 (2) of the above Act defines "street trading" as including newspaper hawking, and as this implies the seeking of custom in the street, there is no offence committed in the case of boys who merely deliver papers to customers. It is also doubtful whether a married woman living with her husband (as in the above case) should be charged with conducing, as the responsibility is primarily that of the father.

Correspondence.

The New Company Law.

Sir,—When the Companies Bill was in Committee in the House of Lords on the 1st August last, the Lord Chancellor stated (Hansard, cols. 1579–80) that there would be ample opportunity for everybody affected to consider its provisions, and to make any suggestions which required to be made, and that if it should appear to the Government that there were *lacunæ* or inconsistencies which required to be put right, then, of course, it would be necessary to introduce amending legislation.

From two answers recently given in the House of Commons, it appears that the opportunity thus promised of amending the Companies Act, 1928, before consolidation takes place, is not to be given. In the first, the Parliamentary Secretary of the Board of Trade (Mr. H. G. Williams) stated that it was hoped it would be possible to pass the necessary legislation consolidating the Companies Acts "before the end of the session" (Hansard cols. 710 & 711); and in the second, the Prime Minister, in reply to a question as to the amending of the law with regard to the qualifications of directors of companies, said on Monday last: "There will be no opportunity of introducing a Bill further to amend the law on the subject this Session" (Hansard, col. 45).

The difficulty is to prevent fraud without unnecessarily hampering honest traders, and there is little doubt that careful examination of the Act will reveal, and, to some extent, has already revealed, the need for amendments to meet one or other of these points of view. It is infinitely preferable that such amendments should be made before the law is consolidated, otherwise the profession is likely to have to put up with the inconvenience of an amending Act very soon after, as in the case of the Law of Property Acts.

I hope that The Law Society and other bodies concerned will take steps to see that the Lord Chancellor's undertaking is honoured by the Government.

London, E.C. F. J. H.
28th November.

Personal Representatives—Conveyance.

Sir,—We were much interested in your reply to *Q.* 1423 under this heading in the issue of THE SOLICITORS' JOURNAL, No. 39, Vol. LXXII, dated 29th September, and have a somewhat similar case.

We are acting for a purchaser of property from the personal representatives of Mrs. A.B., who died on the 22nd September, 1928, and whose will was dated the 8th March, 1928. Probate has not yet been granted.

This testatrix acquired the property under the will of her husband, which will was dated the 21st January, 1915, and by which he devised all his real and personal estate unto her and appointed her sole executrix. He died on the 28th January, 1919, and his will was proved on the 27th May, 1919, by Mrs. A.B.

We shall be interested to know the reason for your answer to *Q.* 1423, as it seems to us that if the answer is based on the absence of an assent, such assent could have been presumed in the case in question, and also in the case in which we are now concerned.

Lowestoft. H. & T.
November.

[The question of the absence of assent is the basis of the reply. No assent under the will of L.K.S. can properly be assumed as she died in 1926. I do not think it would be reasonable to expect a purchaser to assume assent under the will of E.J., who died less than three years before L.K.S. It might well have been that duties were being paid by instalments. With regard to the case interesting you personally, as Mrs. A.B.'s husband died over nine years before her death, it would not be so unreasonable to assume assent because in this case, if duty was being paid by instalments, the ultimate instalment would have fallen due shortly before the death of Mrs. A.B.—YOUR CONTRIBUTOR.]

The Manners of Lawyers.

Sir,—We shall be grateful if you or any reader will tell us of a book dealing with the changes in the manners and morals of lawyers, e.g., the going out of fashion of the lecturing of prisoners and the brow-beating of witnesses as opposed to changes in administration.

22nd November. E. G. O.

Mortgage by Demise—Outstanding Day—L.P.A., 1925, Sched. 1, Part II.

Sir,—May I respectfully request that answer (*b*) to question 1394, in "Points in Practice" (15th September), receive further consideration. It does not seem to me that the then present assignee of the mortgage term was entitled, on 1st January, 1926, to require the lease term to be conveyed to him "so as to merge or be extinguished." Was he not entitled to have the lease term conveyed to him so that the mortgage term might merge in it and not *vice versa*. If, as I suggest, he was entitled to have the lease term conveyed to him then a statutory assignment of it in fact took place on 1st January, 1926, and the mortgage term merged in it. Was this so?

London, W.C. W. J. BLOOMFIELD HOWE.
November.

[Your correspondent is no doubt academically correct in pointing out that the mortgage term merges in the head term and not *vice versa*, but, as there must be two estates or terms to effect a merger, I am inclined to consider that L.P.A., 1925, Sched. I, Pt. II, para. 2, applies, whether the term is the one merged or the one in which another is to be merged. If, however, para. 2 is not applicable, para. 3 and para. 6 (*d*) will, I think, undoubtedly apply.—YOUR CONTRIBUTOR.]

Principal Vesting Deed—Costs.

Sir,—With reference to the reply to *Q.* 1475 appearing in your issue of the 17th ult., has not s. 8 (1) of the Settled Land Act, 1925, a bearing on this point (2) Every "Conveyance" under ss. 6 and 7 shall be made at the cost of the trust estate? By the definition clause s. 117, "Conveyance" shall include vesting instrument, etc., etc.

London, W.C. ALFRED E. GLOVER.
17th November.

[While s. 8 (2), coupled with s. 117 (*v*), is the authority for the proposition that a principal vesting deed shall be made at the expense of the trust estate, I do not think (though with every respect to your subscriber's contrary opinion) that it supports the contention that the costs of a tenant for life separately represented should be met in the same way. In the normal case the tenant for life is not and has no need to be separately represented.—YOUR CONTRIBUTOR.]

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. The Editor accepts no responsibility for the replies given,

Right of Way—Deducing Title to Land over which Exercised.

Q. 1484. A has contracted to sell a leasehold house to B and is also granting a right of way to B over an adjoining strip of land belonging to and retained by A. The contract is by correspondence. B is mortgaging the premises and the mortgagees' solicitors require the title to the right of way deduced.

(*a*) Is the vendor A bound to deduce to B his title to the adjoining land out of which the right of way is granted?

(*b*) Should the mortgagees insist on B deducing to them the title to the adjoining land, particularly if B cannot insist on A deducing it to him?

A. An easement is included in the definition of land in the L.P.A., 1925, and a person entering into an open contract to sell an easement must deduce a thirty years' title to it. If the title can only be shown by deducing the title to the land over which it is exercised this must be done. An intending mortgagee can ask for what title he likes unless he has contracted to accept a limited one.

Mine—Basis of Rating.

Q. 1485. Where a mine is leased at a fixed rent and a royalty with the usual merging clauses it appears that the royalty when it exceeds the amount of the rent would be assessable to the poor rate of the parish. Will you say on what basis and in what proportions the rate would be payable by the occupier and the owner? Would the occupier be assessable on the fixed rent and the owner (as a quasi-occupier) be assessable on the royalty so far as it is in excess of the amount of the fixed rent?

A. If the mine is one of tin, lead or copper reference must be had to s. 7 of the Rating Act, 1874. In case of other mines the basis of assessment is that laid down in s. 22 (2) of the Rating and Valuation Act, 1925, viz., what a tenant from year to year would reasonably give if he paid all tenants' rates and taxes and undertook all repairs, etc. This is usually fixed by the average rent payable in the shape of royalties or fixed rent, plus the net annual value of any tenant's buildings and rateable machinery. It is open, however, to the tenant to show that owing to bad trade or for any other cause, the figure arrived at in this way in the excess of which a prudent tenant would give, taking the expectation of one year with another, and if he can satisfy the assessment committee or quarter sessions on this point he can get his assessment reduced. There is no power to assess an owner for any part of the rates unless he is also occupier.

Death in U.S.A. of Legatee—Procedure.

Q. 1486. A, by her will, devised and bequeathed all her real and personal estate to her brother B. The estate is small and consists of pure personalty. A died 5th July, 1928; B died 17th July, 1928. For many years prior to his death B had resided in North Carolina, U.S.A., where he died. So far as can be ascertained he died a bachelor intestate. It is believed the only surviving relative of the family is resident in this country. The executors of A are ready to hand over the estate to B's personal representative. Will you please advise:—

(1) What A's executors should do?

(2) Whether A's executors are required to communicate with any public law or other officer in North Carolina, U.S.A., and inform him of the position so that he may take steps to administer B's estate.

We do not know how an intestate's estate is dealt with under the law of North Carolina, U.S.A. Can you give us any information, please?

A. Administration to B's estate must be obtained in England. The person who is prepared to swear he is the next of kin and that B died intestate can obtain a grant of letters of administration. It is assumed B was domiciled in U.S.A. He will swear in the inland revenue affidavit that B died domiciled in North Carolina, U.S.A., and to the best of his knowledge what property (if any) B left in U.S.A. No estate duty is payable on this latter. If the next of kin is not sure of the facts he must make further enquiries. Estate duty is payable in England on B's death on the net amount of A's estate, but not legacy duty. Strictly the estate is distributable and legacy duty payable according to the law of B's domicile, but A's executors have nothing to do with this; they can get a good receipt from B's administrator here and only from him. If the proposed administrator of B's estate wishes for information as to any estate in U.S.A. he can address a letter to the probate court at Rayleigh, North Carolina

Landlord and Tenant—Recovery of Possession.

Q. 1487. A has lived in a house many years, and by his will devised the house to B. A lived in the house. In October, 1923, A died and the house came vacant. Subsequently B let the house to a tenant C. In the adjoining house was the tenant D, and when C left his house in which he was residing, B arranged with D for D to have possession of C's house at the same rent as D was then paying for the house in which he was residing. We understand D is a very objectionable tenant, and that the house is in a filthy condition, and on being asked to pay a certain water rate was very abusive to our client. Our client is very anxious to get possession of the house if possible.

(1) Is the house in which D is now living decontrolled, taking into consideration the fact that B let D have possession of the house at the same rent as the one in which D was previously living?

(2) We presume that if the house is not decontrolled we should have to find alternative accommodation.

(3) If the house is decontrolled, is it essential that the case should be heard in the county court, or is it possible to bring proceedings before the magistrate on the ground that the house is in a filthy condition. There is no rent in arrear.

A. (1) Yes.

(2) This question does not arise, in view of the above answer.

(3) Notice to quit should be given, and in the event of the tenant holding over an action for recovery of possession may be brought in the county court. Proceedings can only be brought before the magistrate where the term is for less than seven years, and the rent does not exceed £20 per annum: Small Tenant's Recovery Act, 1838.

Trust Fund for Reduction of National Debt.

Q. 1488. A client of mine who is a bachelor without relatives and whose estate consists of realty and personalty, is desirous of making a will, the chief feature of which is that after certain pecuniary legacies, he desires the capital and income

to be accumulated for as long a period as possible and at the end of that period the accumulated funds to be given to the state in reduction of the National Debt. He also desires to nominate two personal friends as his executors and trustees, but does not desire the trusteeship to go beyond such two friends, but on the death of the survivor he desires that the Public Trustee shall then act as sole trustee. Can you please assist me in the preparation of such a will by reference to a precedent or the law upon the matter, having particular regard to the Superannuation and Trust Funds (Validation) Act, 1927, s. 9.

A. As this is a charitable trust the Public Trustee could not accept same: Public Trustee Act, 1906, s. 2 (5). The will may provide for the capital and income to be accumulated for *any length* of time, regardless of the rule against perpetuities. See Superannuation and Trust Funds (Validation) Act, 1927, s. 9. The Treasury have power however to disclaim the interest of the National Debt Commissioners by three months' notice after testator's death. The period of accumulation could be "until the National Debt is paid off," or should be limited to a certain period. A precedent of the usual trusts for accumulation can be adapted.

Adoption of Children Act, 1926—*De facto* Adoptions—Adopted Children over Twenty-one—Legacy Duty.

Q. 1489. A client of ours *de facto* adopted children when "infants in arms." They are now over twenty-one. If they were under twenty-one apparently adoption orders could be obtained under s. 10 of the Act, and thereafter, under s. 5 (3), the children would for the purposes of death duties be treated as lineal descendants. In a case such as this where the *de facto* adoption has existed for many years and the children are grown up, can any steps be taken to make it possible for the adopted children to be treated as lineal descendants and so pay the 1 per cent. legacy duty instead of 10 per cent.?

A. If the children were over twenty-one at the date of commencement of the Act, they cannot be adopted under the Act, and they will be liable to duty as strangers-in-blood.

If it is a case where the rate of estate duty (as well as the rate of legacy or succession duty) will be heavy, it is suggested that it would be well for the client to at once make a settlement upon the children. If the client reserves no interest and survives the settlement by three years, no estate duty will be payable on his death, and whether he survives for that period or not, the legacy duty will be saved. Other suggestions having the same end in view can be offered if necessary.

Legacy Duty on Gift of Duty, Where Realty is Devised Expressly "Free of all Duty."

Q. 1490. A testatrix by her will devised a freehold ground rent to A. She declared that the devise should be free from all duty. Estate duty and succession duty have been paid in respect of this devise. The Inland Revenue now claim that the devise free of duty constituted a legacy to the devisee of the amount of the estate duty and succession duty, and claim legacy duty in respect of such amounts paid. Is this not a new doctrine, and is the claim correct? It would appear that where succession duty is payable no legacy duty can also be payable. The question of who pays the duties does not matter so long as the Inland Revenue are paid. The Inland Revenue maintain that this claim has been in force since 1913, though previously waived. If this claim is correct, then it would seem that wherever a legacy is given free from legacy duty that is also a benefit to the legatee which would give rise to a further claim for legacy duty on such benefit and so *ad absurdam*.

A. The Revenue's claim is correct. But for the devise of the freehold having expressly been made "free from all duty," the devisee would have had to bear the estate duty and succession duty payable in respect of the property.

The effect of the words quoted is to make the duty payable out of the residuary estate of the testatrix, and consequently A is given, in effect, a legacy of a sum equal to the estate duty and succession duty, and legacy duty is clearly payable in respect of such legacy, although prior to 1913 the Estate Duty Office waived a claim.

Legacy duty is not claimed in respect of a gift of *legacy duty* where legacies are given free of legacy duty. The point will be found dealt with on pp. 76 to 77 of Mr. Woolley's "Handbook on the Death Duties" (Solicitors' Law Stationery Society, Ltd.).

Administration Bond—Insufficient Penal Sum.

Q. 1491. A testator, who died in 1899, bequeathed certain life annuities to his widow and daughters, and certain deferred legacies to the latter's children, and gave his residuary estate to his three sons in equal shares. One of these sons died, a bachelor and intestate, in 1910. At the time of his death it was considered that his share of his father's residuary estate (which had not been distributed) was of no value, and therefore, as he had left no private estate, representation to him was not obtained. Recently, however, the value of the testator's estate has appreciated considerably, and so a grant of administration of the intestate's estate is now being applied for. The applicants for the grant have sworn the estate to be worth £10, as being its value in 1910, and have given the usual bond in double that sum. The testator's trustees, for whom we act, are about to divide some £30,000 amongst the residuary legatees, or their representatives, of which one third part is payable to the administrators of the intestate. These trustees and others, as well as the administrators, are entitled beneficially to share in the division of the intestate's personal estate, but this division cannot be made until certain questions involving the relative values of real and personal properties have been settled with the intestate's heir at law. In these circumstances, and having regard to the small penal sum named in the bond, our clients are reluctant to hand over to the administrators, who are not worth much financially, so large a sum as that indicated above. Can the trustees insist on a bond in an adequate sum, and with sureties of adequate means, being given, before they pay over the share; or what other course can they adopt to safeguard the interests of all the beneficiaries concerned against any default of the administrators?

A. It does not appear that the testator's trustees have any *legal* ground to refuse pay to the administrators. It is believed, however, that if the principal registrar is informed that the trustees note from the letters of administration that the estate has been sworn at £10, whereas the intestate's share of their testator's estate is about £10,000 (or whatever the sum is) the administrator will be required to give a further bond on affidavit showing the true value of the estate at the time the grant was made. This may, however, lead to an enquiry as to whether proper estate duty has been paid, i.e., whether the prospective value of the estate at intestate's death was only £10. If the registrar decides that further security must be given it is open to any of the beneficiaries to apply by summons for an order that the sureties should justify.

AN OLD ANTI-ENTICEMENT LAW.

Scheming French women on the lookout for husbands have had their attention recently drawn by a Paris paper to an old law of 1770 which has never been repealed. It reads:—

"Anyone who entices into marriage a male subject by rouge or scent, or artificial teeth or false hair, shoes with high heels, crinolines, or false hips, will be prosecuted for fraud, and the marriage will be declared null and void."

COMMITTEE ON ETHYL PETROL.

A meeting of the Government Committee on Ethyl Petrol will be held on Monday, 3rd December, at 11 a.m., in Room 61 on the second floor of H.M. Office of Works, St. James' Park, S.W.1, for the purpose of taking evidence in public from Professor H. E. Armstrong, F.R.S. After the public session evidence will be taken in private from Dr. G. Roche Lynch, Senior Official Analyst to the Home Office.

Obituary.

Mr. H. V. HIGGINS, C.V.O.

Mr. Henry Vincent Higgins, solicitor, a member of the firm of Treherne, Higgins & Co., of 7 Bloomsbury-square, W.C., died at his London residence, 1 Upper Berkeley-street, W.1, on Wednesday in last week. Born on the 18th April, 1855, he was the eldest son of the late Mr. Matthew James Higgins ("Jacob Omnium," of *The Times*) and Emily Blanche, youngest daughter of Sir Henry Tichborne, Eighth Baronet, and was educated at Oratory School, Edgbaston, and Merton College, Oxford, and served as a lieutenant in the 1st Life Guards from 1876 to 1883. He was Aide-de-camp to Queen Alexandra when Princess of Wales, and had a half-share in the racing stables of the late King Edward. On resigning his commission he subsequently turned his attention to the law and was admitted a solicitor in 1897, when he joined the firm of Gadsden & Treherne in Bedford-row. Mr. Higgins was chairman of the Grand Opera Syndicate which in 1888 acquired the Covent Garden Theatre. He remained chairman until this year. He was also chairman of the board of directors of the Carlton and Ritz Hotel Companies, London, and a director of the Ritz Hotel, Paris. He married first in 1876 Lady Hilda Hallon, youngest daughter of the Eleventh Earl of Winchilsea and Nottingham, by which union there were two sons. She predeceased him and he then married Marie Louise, daughter of the late Mr. George Parsons of Columbus, Ohio, U.S.A., and widow of the late Mr. W. L. Breese of New York. He was a member of the Turf, Guards, Beefsteak and Garrick Clubs.

Mr. J. P. J. POWELL, LL.B.

Mr. John Powell Jones Powell, solicitor, Brecon, died at his residence there on Friday in last week, at the age of fifty-seven, following a heart attack on the previous evening.

Admitted in 1893, he practised for some years in Swansea, but joined his brother-in-law, the late Mr. D. T. Jeffreys in partnership at Brecon in 1902 and worked up a considerable practice in the courts. A staunch churchman, he represented the Diocese of Swansea and Brecon on the Governing Body of the Church of England in Wales and the parish of Brecon on the patronage board of the ruri-decanal conference, in addition to which, he was a member of the Brecon parochial church council and of the cathedral choir. A man of courtesy and kindness, he made many friends. H.

Reviews.

Lotteries and the Law. The Present Position. C. F. Shoolbred, B.A., LL.B. (Cantab.), Barrister-at-Law. pp. xii and 106 (with Index). 1928. The Solicitors' Law Stationery Society, Ltd., 22, Chancery Lane, W.C.2, and Branches. 7s. 6d. net.

Apart from the allied questions of betting and wagering, it is, we believe, the first time the law relating to lotteries has been treated as a separate subject, and this book will therefore be welcomed if only on that account. Lotteries, whether public or private, have a remarkable fascination for the average Britisher, and the object of this useful and well-written work is therefore to provide a reliable guide to the law on the subject, and this it most certainly achieves.

Railway Passengers and Their Luggage. Geo. B. Lissenden, Author of "Industrial Traffic," "Management" and "Railway (Rebates) Case Law." pp. ix and 114 (with Index). 1928. The Solicitors' Law Stationery Society, Ltd., 22, Chancery Lane, W.C.2, and Branches. 5s. net.

How many people really appreciate the responsibility of a passenger when he has purchased his railway ticket, or, on the other hand, what the responsibilities of the railway company as carriers are? The author has evidently a thorough knowledge of the law and practice of railway transport, and this book deals in an exhaustive manner with the rights and duties of railway carriers and the travelling public, and, indeed, with every phase of the subject. Every point is fully "referenced" and the result is an interesting and lucid statement of the law as it affects the population of this country practically every day of the year. Whilst it is presented in such a form as to be easily understood by the layman, it should, at the same time, prove of the greatest assistance to railway officers and their legal advisers. H.

Notes of Cases.

Court of Appeal.

Kneeshaw (Inspector of Taxes) *v.* Clay and Horsfall.

Lord Hanworth, M.R., Greer and Russell, L.JJ. 24th October and 2nd November.

Revenue—Income Tax—Change in Partnership—Falling Short of Profits—Specific Cause—Income Tax Act, 1918, 8 & 9 Geo. V, c. 40, Sched. D., Cases I and II, r. 11.

Appeal from a decision of Rowlatt, J., pronounced on 19th June, on a case stated under s. 149 of the Income Tax Act, 1918.

The profits of the appellants, a firm of worsted spinners, for the six years ending 31st March, 1917, to 31st March, 1922, were respectively £15,449, £15,348, £29,103, £73,456, £3,295 and £16,038. On 31st March, 1919, there was a change in the firm by the retirement of one partner and the admittance of another. The assessments made under Sched. D to the Income Tax Act, 1918, against the firm for the three succeeding years were respectively £19,967, £39,302, and £35,285, being made in each case on the basis of the average profits of the three preceding years. The firm appealed to the General Commissioners against the last two of these assessments, contending that there had been a "falling short" in their trade by reason of an abnormal and unprecedented depression in the worsted industry, and that consequently the firm came within the exception provided by r. 11 of the Rules applicable to Cases I and II, which enacts that where a change occurs in a partnership, "the tax payable . . . shall be computed according to the profits or gains of the trade . . . during the respective periods prescribed . . . unless the partners . . . prove to the satisfaction of the Commissioners that the profits or gains have fallen . . . short, for some specific cause, to be alleged by them . . ." The Commissioners accepted the cause alleged by the firm, and accordingly reduced the assessments for the years in question to the sums of £3,295 and £16,038, being the actual profits of those years respectively. On an appeal by the Crown, Rowlatt, J., held that in order to determine whether there had really been a "falling short" it was necessary to compare the profits of the years which had elapsed since the change in the partnership with those of the years before that event, and that consequently there had been no "falling short," since the sum of £73,456 which had been earned in the year 1919-20 would thus come into account on the first-named side. For these reasons he allowed the Crown's appeal, with costs. The firm appealed.

The Court of Appeal (Lord Hanworth, M.R., Greer and Russell, L.JJ.) allowed the appeal, on the ground that in order that the exception should apply it was only necessary to show that in the particular year of assessment there had been a reduction in the profits owing to a specific cause. Such a cause had in the present instance been proved to the satisfaction of the Commissioners, and they had properly made the new assessments on the basis of one year's profits instead of three years.

Appeal allowed.

COUNSEL: *R. M. Montgomery*, K.C., and *William Allen*, for the appellants; *Sir F. B. Merriman* (Solicitor-General), and *R. P. Hills*, for the respondent.

SOLICITORS: *Jaques & Co.*, for *Godfrey Rhodes & Evans*, Halifax, for the appellants; *Solicitor of Inland Revenue*, for the respondent.

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Adelom; Oakshott** *v.* **Hawkins.**

Maugham, J. 30th and 31st October.

SETTLED LAND—TENANT FOR LIFE AND REMAINDERMAN—LEASEHOLD HOUSE AND CONTENTS LEFT TO TRUSTEES FOR A FOR LIFE OR SO LONG AS SHE WISHED TO CONTINUE TO RESIDE THERE—ABSENT ABROAD FROM ILL-HEALTH—LETTING AND SALE BY TENANT FOR LIFE—INTEREST IN PROCEEDS AND INCOME THEREOF—SETTLED LAND ACT, 1925, 15 Geo. 5, c. 18, s. 106.

Originating summons. This was a summons taken out asking whether the testator's sister had any, and if any what, interest in (*a*) the proceeds of sale of certain property bequeathed to his trustees on trust for his sister for life or so long as she wished to continue to reside there and the income thereof, and (*b*) the proceeds of sale of the contents of the property so bequeathed which had been sold and the income thereof. The facts were as follows: By his will dated 4th January, 1918, the testator bequeathed his leasehold house, garden and grounds, Wiseton Court, Bournemouth, together with the fixtures and fittings, and all his furniture, pictures (except some), china, plate, linen, grand piano and all chattels and other effects therein to his trustees upon trust to permit his sister, E. Hawkins, to reside there after his death if she should wish to do so, and to have the use and enjoyment thereof during her life free of rent or other payment, and he gave to his said sister the use and enjoyment of his said house, garden and grounds and everything therein contained for her life accordingly, and he directed his trustees, after her death or during her life if she should not wish to reside or continue to reside there, to sell the same (except certain articles therein), with power to postpone such sale as they might think proper and divide the proceeds between certain charities. The testator died in 1918 and his sister immediately went into possession of the property. She went abroad temporarily in 1925 for the benefit of her health and left the place in charge of the gardener and charwoman and paid the Sched. A tax. In 1926, owing to a severe illness, she was prevented from returning to England, and the house was let by her, she still paying the tax. In 1927 she sold the house as a person having the powers of a tenant for life, and the trustees sold the contents of the house.

MAUGHAM, J., after stating the facts, said: If the testator's sister was in a position to exercise the powers of a tenant for life when she let or sold the property, any provision in the will which limited or prevented their exercise is void under s. 106 of the Settled Land Act, 1925, see *In re Paget*, 1885, 30 Ch.D. 161, *In re Trenchard*, 1902, 1 Ch. 378, and *In re Gibbons*, 1920, 1 Ch. 372. On the evidence it must be deemed that those powers were properly exercised by her. The power of sale in the trustees never arose, nor did they purport to exercise it. She had not therefore forfeited her interest in the proceeds of sale of the leasehold property or the income thereof or in the proceeds of sale of the contents thereof which had been sold or the income thereof.

COUNSEL: *Broughton; Bischoff; Errington; Sir Arthur Marshall; Potter* and *Daynes*.

SOLICITORS: *Iliffe, Sweet & Co.*, for *Wilkinson & Butler*, St. Neots; *Bridges, Sawtell & Co.*; *Coward, Chance & Co.*; *Geare & Son*.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Sir W. C. Leng & Co. (Sheffield Telegraph) Ltd. *v.* **Sillitoe.**

Lord Hewart, C.J., Avory and Acton, JJ. 21st November.

GAMING—NEWSPAPER FOOTBALL COMPETITIONS—COUPONS—INCREASED SALES—FOOTBALL BETTING BUSINESS—READY-MONEY FOOTBALL BETTING ACT, 1920 (10 & 11 Geo. 5, c. 52), s. 1.

Appeal from a decision of the Sheffield justices.

The appellants in this case were the owners and publishers of three newspapers, *The Sheffield Daily Telegraph*, *The Yorkshire Telegraph and Star*, and *The Sports Special*. Following their usual practice, they inserted in the issue of *The Sheffield Daily Telegraph* for the 11th March, 1928, a coupon setting out forty-four football matches and offering a prize of £1,000 to any competitor who correctly forecasted twenty-four results. If the £1,000 was not won, then a prize of £200 was awarded for the most nearly correct result. The circulation of the newspaper increased about 5,000 a week when the competition began. The present respondent, the Chief Constable of Sheffield, prosecuted the appellants, alleging that they were carrying on a ready-money football betting business within s. 2 of the Ready-Money Football Betting Act, 1920. It was pointed out to the justices that before one correct forecast of twenty-four out of forty-four matches could be guaranteed 282,429,536,481 coupons would have to be sent in. The appellants contended before the justices that to constitute an offence the substantial object of the newspaper must be to sell a coupon and nothing else; and that the competition was not a bet or wager. The respondent contended that a large number of people bought the paper wholly or partly for the coupons, and that the appellants carried on a ready-money football betting business. The justices convicted the appellants and fined them £5. They appealed.

Lord HEWART, C.J., said that if a person chose to annex to his original business, however well-known and well-established it was, a business which came within the Act of 1920 then he was liable to the penalties under the Act. The facts in the present case satisfied him that there were overwhelming materials upon which the justices could come to the conclusion they did come to. The appeal was dismissed.

AVORY, J., and ACTON, J., agreed.

COUNSEL: *Stuart Bevan*, K.C.; *Cassels*, K.C., and *Theobald Mathew*, for the appellants; *Montgomery*, K.C., and *Paley Scott*, for the respondent.

SOLICITORS: *Theodore Goddard & Co.*; *Rollit, Sons, and Haydon*, for the Town Clerk, Sheffield.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

In Parliament.

Questions to Ministers.

POSTAL RATES.

Mr. DAY asked the Chancellor of the Exchequer what the estimated loss to the Treasury would be by the re-introduction of the penny post on the pre-war basis; and whether it was proposed to introduce legislation in the near future to modify the present postal rates?

Mr. CHURCHILL said, in reply to the first part of the question, the loss would be between six and three quarter million pounds and seven and a quarter million pounds. The reply to the second part is in the negative.

Mr. DAY then asked whether the apparently inspired articles which have been appearing lately in the Press with regard to the return to penny postage are not correct?

Mr. CHURCHILL: They are absolutely without authority or foundation.

WORKMEN'S COMPENSATION (GAS POISONING).

Mr. S. MITCHELL asked the Home Secretary whether, seeing that gas poisoning was not included under the Workmen's Compensation Act, he would consider the question of having

the Act amended so as to include gas poisoning as an industrial disease?

Sir W. JOYNSON-HICKS in reply said: I am not quite certain to what the hon. Member refers. There are various forms of poisoning by fumes or gas, which are already scheduled. If, however, the hon. Member was referring to poisoning from gases such as carbon monoxide which take effect very rapidly, the circumstances would, so far as I am aware, always be such as to constitute an injury by accident for which compensation could be claimed under the ordinary provisions of the Act.

IMPROVEMENT SCHEMES (COMPENSATION).

Mr. KIRKWOOD asked the Minister of Health whether he was aware that public authorities are to-day giving compensation to slum owners for the removal of their slums: and whether he proposed to introduce legislation whereby owners of property condemned as unfit for human habitation would be treated on the same basis as purveyors of diseased fruit or meat?

Mr. CHAMBERLAIN, in reply, said: Any compensation paid by local authorities to owners on the compulsory purchase of slum property included in a clearance scheme is calculated in accordance with the provisions of the Housing Consolidation Act of 1925. In answer to the second part of the question, I would refer the hon. Member to the reply which was given by the Prime Minister on the 14th ult. to a question on this subject by the hon. Member for Hackney Central (Sir R. Gower).

DOG LICENCES.

Sir C. RAWSON asked the Chancellor of the Exchequer whether he will consider the question of issuing dog licences for twelve months from payment at any time of the year, in view of the fact that many licences are discontinued and dogs turned adrift or destroyed at the end of the year owing to the difficulty experienced by the owners in paying licences on the top of other heavy obligations at this period?

Mr. SAMUEL: The dog licence duty is not an Imperial but a local taxation duty. I doubt whether my hon. and gallant Friend's proposal would be practicable, but in any case I could not consider the initiation of legislation to give effect to it unless it were supported by the various local authorities concerned.

UNDERGROUND RAILWAY (ACCOMMODATION).

Mr. KELLY asked the Minister of Transport what action, if any, has been taken to deal with the overcrowding on trains running between 8 a.m. and 9.30 a.m. on the Underground Railway, particularly the section between Kennington and Euston?

Colonel ASHLEY: No representations have recently been made to me in regard to this matter, but I have brought the hon. Member's question to the notice of the railway company and asked them for information on the point he raises.

LOCAL GOVERNMENT AND RATING.

Mr. HAMMERSLEY asked the Minister of Health whether, in determining the formula for arriving at weighted population in the Local Government Bill, he will take into consideration the number of unemployed insured women as well as the number of unemployed insured men?

Sir K. WOOD: The proposals contained in the Bill, which take account of unemployed insured men only, were adopted after careful consideration, but the point raised by my hon. Friend will, no doubt, be discussed on consideration of the Bill in Committee.

COMPANY LAW.

Mr. THURTLE asked the Prime Minister if the Government are prepared to give facilities during the present Session for legislation to amend existing company law in order to make it illegal for any person to serve on the directorate of a public company unless such person has practical experience of the business of the company?

The PRIME MINISTER: The law relating to companies was amended last Session by the Companies Act, 1928. There will be no opportunity of introducing a Bill further to amend the law on the subject this Session.

Christmas Vacation.

The Lord Chancellor announces that the offices of the Supreme Court will be closed on Monday, 24th December, 1928.

The Law Society.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 5th and 6th November, 1928:—

Martin Edward Alford, William Leslie Frankton Archer, James Henry Armistead, B.A. Oxon., Leonard John Aylett, William Bagnall, Gilbert Baker, Hamilton Richard Ballantyne, Edith Margery Barker, LL.B. Leeds, Edward Morgan Barlow, George Barnes, Alfred Bartle, Edward Barton, Cyril Edward Baylis, Hubert William Hastings Beaumont, B.A. Oxon., John Charles Beavan, Harold Bedale, Thomas Hickman Achurch Beetenson, Edward Harold Bestford, Alfred Bieber, LL.B. Liverpool, Marion Graeme Billson, B.A., LL.B. Cantab., William Frederick Blakemore, Guy Stewart Blaker, B.A. Cantab., William Dennis Boyt, George Bradley, Gavin Cunningham Brend, Percival Arthur Briggs, Derek Forrest Brown, Nevison Brown, Francis Brumell, James Vernon Bullin, Patrick Gerald Roberts Burford, B.A. Oxon., John D'Arblay Burney, Joseph Ledger John Burton, LL.M. Sheffield, William Pearson Cartwright, George Castle, LL.B. Manchester, John Chapman, Charles Frederick Stevens Chapple, John Arthur Chatterton, Roger Chitty, B.A. Cantab., Horace Clark, Irving Ray Clark, Henry Whyman Fisher Clay, John Webster Clegg, Hermon Joseph Bond Cockshutt, Samuel Cohen, B.A. Wales, LL.B. London, Leon Coleman, LL.B. Liverpool, Alfred Allan Collins, LL.B. Leeds, John Cookson, Gilbert McCallum Coltart, Frederick William Henry Cool, Thomas Denner Corpe, Edward Eric Corser, Thomas Edward Crarer Alec Vernon Cunliffe, Wilfrid Edgar Daplyn, Ellis Roger Davies, John Wallis Davies, William Geoffrey Llywelyn Davies, B.A. Oxon., Joseph Eric Davis, LL.B. Victoria, Eric Dawes, B.A., LL.B. Cantab., David Edwin de Rusett, Walter Stretton des Forges, Archibald Tunbridge Dixon, Alfred Herbert Edwards, Alick Charles Davidson Ensor, David William Evans, Owen Evans, B.A. Oxon., Christabel Fillmer, Martius Redworth Wiles Fison, Hubert Lawrence Foden-Pattinson, Arthur Brutton Ford, Claud Odell Fryer, Louis Gabe, LL.B. London, George Edward Graham Gadsden, B.A. Oxon., Andrew Galbraith, James Gardner, Reginald Charles Garrod, Norman Gatey, Michael Hugh Barrie Gilmour, John Charles Gittins, Douglas James Glenister, M.A. Cantab., Haydn Lovell Godwin, Richard Goode, Roland Goodwin, William Arthur John Gorringe, Arthur Herbert Grainger, John Edward Greenland, Clarence Elisha Griffiths, Cyril Louis Hoffrock Griffiths, Hilton Harrop Griffiths, David Noman, Hall, Harold Hall, Hugh Rowley Campbell Hall, Arthur Cecil Hall-Wright, Richard Clarence Halse, B.A. Cantab., David Luke Vernon Hanson, Eric Smith Harker, Ian Rennie Harper, Herbert William Harris, Guy Wimshurst Hartley, Victor Hyde Hartley, William Hayward Haward, B.A. Oxon., Charles Bernard Head, John Heron, Clifford Heyworth, Harry Christopher Hocombe, Charles Roland Hodgson, Pat Harold Hodgson, Fred Hollis, John Christopher Honnywill, Thomas Raddon Hood, Albert Llewelyn Hughes, Albert Robert Hughes, Arthur Sackville Hulkes, Donald Carbis Jackson, Allan Edward Moxham Janes, Seisyllt Blenyth Gordon Jenkins, Arthur Ernest Jones, Ronald Laughton Jones, David Kemsley, B.A. Oxon., William Kenyon, John Knape, Gregory Kulkes, B.A. Oxon., Geoffrey Burrows Lambert, B.A. Cantab., Stanley Lambert, Joseph Latin, LL.B. Liverpool, Samuel Laycock, Frederick Weston Mayo Leman, Edgeworth Murray Leslie, Ivor Evan Gerwyn Lewis, Walter Vernon Morgan Lewis, George Arnold Linsley, LL.B. Leeds, George Lister, B.A. Cantab., Joseph Gregory Littledale, Eric Lionel Lloyd, Joseph William Lloyd, Samuel Ronald Holden Loxton, B.A. Oxon., James Peter Macdonald, Henry Reginald McDowell, LL.B. London, Douglas Logie McKay, Kathleen Sylvia Mallam, B.A. Oxon., Isaac Louis Maltz, Richard Herbert Marcus, Leslie Marrison, Richard Keith Score Marsh, Richard John Tinling Marston, Rupert Francis Ivimey Martin, Tristram Martyn, Mary Gordon Mathews, William Meirion-Williams, B.Sc. Oxon., Ian Gilbert Mitchell-Innes, B.A. Cantab., Leonard Robert Mullen, LL.B. Liverpool, George Haynes Murray, B.A. Oxon., Charles Mycock, Charles Thomas Martin Naish, Frederick George Owen, Francis Padmore, B.A. Cantab., Roderic Ernest Painter, William Henry Jarvis Parish, John Steer Parker, Dudley Loraine Paterson, John Harold Payne, Oscar Sidney Pearson, Robert Newell Peate, Beauchamp Stuart Pell, B.A. Cantab., Alan Clifford Phillips, David John Phillips, Noel Ronald Pinder, John Albert Pittaway, Arthur Reginald Boyston Priddin, Stanley Marsden Pullan, B.A., LL.B. Cantab., John Noel Howard Pursaill, Brian Charles Pye-Smith, B.A. Oxon., Lewis William Rees, Albert Henry Rendle, William Morley Reynolds, Kenneth Herbert Ritchie, Henry Frank Rousham Roberts, B.A. Birmingham, John Kenneth Dickin Roberts, Edward Yates Robinson, William Arthur Robinson, Edward Leslie Robson,

Herbert Anthony Ross, Herbert Edward Rowe, Isidore Sandler, LL.B. Manchester, Reginald Purvis Sangar, B.A. Cantab., Brian Mitchell Schofield, B.A. Cantab., William Clifford Scott, Gerald Hole Seldon, John Norman Sephton, Harold Arthur Sharman, John Sharman, Walter Coverdale Sharpe, B.A. London, Wilfrid Shaw, Charles Rushton Shortt, Arthur Harry Simpson, LL.B. London, Laurence Edward Skan, Mary Irene Sketchley, Charles Henry Slingsby, Owen Mytton Smith, Reuben Smith, Richard Knightley Smith, Sydney Charles Smith, John Baxter Somerville, Margaret Spector, LL.B. Wales, Edward Steel, Robert William Stokoe, Hugh Simonds Storrs, John Ellis Talbot, Ernest Gordon Borrett Taylor, Norman Temple, Ernest Thompson, George Frederick Thompson, B.A. Oxon., Ernest Reginald Thornton, Bert Samuel Pamley Thurman, Victor Leo Tipper, Richard Donald Tonge, Edward George Trant, LL.B. London, Angela Mary Tuckett, John Alan Turner, B.A. Oxon., William Briggs Barwell Turner, Thomas Underwood, John Donald Lester Wagstaffe, Guy Alexander Wainewright, B.A. Oxon., Edward Garmondsway Waldy, Kex Milnes Walker, B.A. Cantab., Francis James Andrew Walsh, Maurice Claude Hamilton Walter, B.A. Cantab., William Weatherhead, Lionel Anderton Webster, B.A. Cantab., Thomas Higson Weir, Hugh Halifax. Wells, B.A. Cantab., Robert McVitie Weston, M.A. Cantab., Percy Whitehead, Norman Henry Wight, William Hunter Willan, Laurence Eric Wulstan Williams, John Pearce Wilson, John Kenneth Wood, Stanley William Wright, Jack Stanbury Yeo.

No. of Candidates, 276. Passed, 241.

The Council of The Law Society have awarded the John Mackrell Prize (value about £13) to Louis Gabe, LL.B. London, who served his Articles of Clerkship with Mr. Edward Christopher Stacey of the firm of Messrs. Routh, Stacey and Castle, of London.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 7th and 8th November, 1928. A Candidate is not obliged to take both parts of the Examination at the same time :—

First Class.

Christian Valdemar Stig Barnholdt, Issacher Barnett Ellin, Keith Eric Lauder, Montague Levy, Rufus Isidore Lewis.

Passed.

Richard Latham Archdale, Arthur Ashton, Allan Baldwin, Gordon Bancks, Marjorie Victoria Baron, Thomas Henry Whitley Bower, George Oldfield Brewis, Harry Beeley Burrows, M.A. Cantab., Charles Nicholas Bushell, B.A. Oxon., Robert Stirling Muirhead Calder, Robert Samuel Carden, Walter Richard Carter, John Chadwick, B.A. Cantab., Harry James Charlton, Henry Walter Aldridge Clifford, Howard Royce Clifford, Charles John Cocks, Trevor Taylor Cropper, Charles Edgar Cullis, Brian Llewellyn Morgan Davies, Edgar Norman Driver, Henry George Austen De L'Etang Herbert Duckworth, B.A. Cantab., Frederick Edwards, John Nuttall Maxwell Entwistle, Henry Tatham Fawcett, B.A. Oxon., Alastair Douglas Fyfe, Thomas Edward Gardiner, Thomas Charles Gibson, Leslie Glass, Alfred William Compton Glossop, Edward Frederick Power Green, Frederic George Hails, John Andrew Hallmark, Percival Hancock, John Grosvenor Laurance Harding, Walter Herrington, Thomas Lord Holt, Charles Albert James, B.Sc. London, Lawrence Wilfred Johnson, B.A. Cantab., John Lancelot Jones, Ernest Donald Kempe, Edward Marmaduke Breckon Kidson, Margaret Duff Kirby, Charles William Goodwin Trinder Kirk, Leslie Bertrand Lee, Solomon Charles Levy, Sydney James McVicar, William George Matthews, Edward Demain Myers, Thomas Leslie Outhwaite, Richard Hugh Owens, Joseph Paling, Ronald Harry William Pearless, Sydney Lindley Penn, John Clifford Phillips, Warwick Hubart Phillips, Arthur Leonard Price, Roger Joseph Quinn, Margaret Ramsden, Isidore Rosenberg, Algernon Joseph Rowden, Kathleen Rushworth, Bruce Frederick Savage, Janet Macrae Simpson-Smith, Arthur Ives Smith, John Netherwood Smith, Joseph Spring, B.A. London, Sydney Ashton Stray, John Harrison Sutcliffe, John Felix Crealock Swayne, John George Thacker, Douglas Thomas Thorne, Tobias Harry Tilly, John Edmund Tolhurst, Ernest George Townsend, John Ferrier Turing, James Wallace, Thomas Mervyn Llewellyn Walters, John Gateward Davies Whitaker, John Arthur Whittaker, Hugh Charles Wickham, John Chaloner Woods.

The following Candidates have passed the Legal Portion only :—

Tom Akroyd, Alfred Ashford, Kenelm George Ridgard Bagshawe, B.A. Oxon., Alec William Walter Blackwell, William Robert Burrows, Sybil Constance Crerar, Francis Denis Victor Cant, William Clarke, Francis Louis Cox, Charles Ronald Davies, Frederick Savi Vipond Davies, B.A. Cantab., Gweneth Ellis Davies, Edward Paul De Guingand, B.A. Oxon., John Etches, William Hugh Trueman Fisher, B.A. Cantab., Lawrence Braham Flatau, John Beer Fogaty, Patrick William Pilkington Gee, B.A. Oxon., Sidney Harmston, Stanley Harris, William Jervase Harris, Vernon Haworth, Albert Rex Herbert, Eric Hill, Geoffrey Brereton Hocknell, Edward Reuben Cyprian Hooper, Emanuel Alfred Jacobs, Francis Hastings James, Thomas Compton James, B.A. Cantab., Frank Ralph Johnson, Ivor William Jones, Alfred Reginald Laxton, Ernest Cooke Lee, Roderick Le Mesurier, Edmund Naylor Liggins, Harold Arthur Mason, Robert Hamilton McLusky, Claude Jess Metcalfe, Francis Ogley, John Lefroy Owen, Arthur Harold Page, Roger Mountjoy Braddon Parnall, Rupert Douglas Paul, Hubert Perrett, B.Sc. London, Geoffrey Alan Procter, Alan Randall Reynolds, Donald Hay Robinson, Mary Roney, B.A. London, Alexander John Patrick Sellar, B.A. Oxon., Francis Harry Faulkner Simpson, Edward Steele, Charles Cameron Sykes, George Lawrence Talbot, Charles Robert Taylor, Thomas Anthony Tolhurst, Arthur Tustin, Arthur Hanney Uren, William Archibald Frank Veitch, William Whitworth, Gerald Henry Roxby Wilson, Frank Winstanley, Frederick Collin Dean Wood, B.A. Cantab., Edward Yates,

No. of Candidates, 273. Passed, 150.

The following candidates have passed the Trust Accounts and Book-keeping portion only :—

Nathan Acker, Geoffrey Clifford Adams, Raymond Seaforth Allen, B.A., LL.B. Cantab., Herbert John Hampden Alpass, Alick Altman, Lionel Altman, LL.B. Leeds, Evan Lloyd Amphlett, Philip Michael Armitage, B.A. Cantab., Harold Morgan Arthur, LL.B. Wales, John Harold Bally, John Bannister, Alban Clement Herbert Barchard, B.A. Oxon., Alan Mee Barker, B.A. Oxon., Ernest Anthony Barker, B.A. Oxon., Joseph Boothroyd Wilson Barraclough, William Michael Bassadone, Geoffrey Hesketh Pearson Beames, Francis William Chambers Beardsley, Eric Henry Beart, B.A. Cantab., Kenneth Edward Beart, B.A. Cantab., Richard Sherwell Beattie, B.A. Cantab., George William Beaumont, B.A. Cantab., Horatio Vincent Beckett, Harold Bennett, Richard Stephen Robert Berry, B.A., LL.B. Cantab., Arthur Samuel Bishop, Geoffrey Shuttleworth Blakeborough, William Rowland Thompson, Booth, Denis Herman Root Brearley, Henry Guy Frodsham Buckton, B.A., LL.B. Cantab., Richard Mowbray Buller, B.A. Oxon., Percival Leslie Burley, B.A., LL.B. Cantab., Brian Herbert Cannon, B.A. Oxon., Kenneth Herbert Chapman, Frank Checld, Richard Lennox Clarke Raymond Clifford Clifford-Turner, Harry Cohen, LL.B. Leeds, William Conn, Brian Padgham Cooper, Gerald Frankcombe Court, Louis Courts, LL.M. London, Charles Harold Crebbin, B.A. Oxon., Thomas Alan Davey, Arthur Gwynne Davies, B.A. Cantab., Gladys Gertrude Davies, Thomas Lutwyche Dinwiddy, B.A. Oxon., William Ogilvie Dodd, LL.B. Liverpool, Thomas Elderkin, George Espley, Peter Fabyan Evans, B.A. Cantab., Robert Trevor Evans, LL.B. Liverpool, Stanley Evershed, John Muirhead Patterson Farrow, B.A. Oxon., Robert Cecil Jebb Few, Alfred Leslie Freeman, Solomon Morris Fruitman, John Kendall Gale, LL.B. Birmingham, Stephen Edward Gateley, John Howard Gaunt, LL.B. Manchester, Geoffrey Clifton Gibbs, B.A. Oxon., Edward Gibson, B.A., LL.B. Cantab., Charles Rupert Gillett, Sydney Goldblatt, LL.B. Leeds, Alan Paul Good, B.A. Oxon., Henry Greaves, LL.B. Sheffield, Herbert Leo Green, LL.B. Liverpool, Owen Greenfield, Catlow Greenhalgh, Hilda Muriel Annie Greenwood Edward Arthur Bayly Griffith, B.A. Oxon., Jervis Charles Morgan Gubbins, George Victor Max Hamer, Harold John Abbott Hankins, Charles Wyndham Harris, Evan Cadogan Harris, Samuel John Harvey, B.A. Oxon., Melville Southall Perry Hathway, Charles Francis Hawes, B.A. Cantab., Stanley James Herbert, Denys Theodore Hicks, Stanley Charles Hine, Denys Gordon Hobkirk, B.A. Oxon., Roy Stuart ffrench Hodges, Edward Samuel Holloway, Sydney Hope, Henry Clifton Houghton, Arthur Mawson Howe, Laurence Harold Hutchinson, Rex Dennis Hyem, John Iliff, B.A. Cantab., Francis Herbert Jackson, Ronald Emerson Maxwell Jackson, B.A. Cantab. Harold Capewell James, Richard Stringer Johnson, B.A. Cantab., Thomas Alun Jones, Arnold Kilburn, LL.B. Leeds, Arthur William Gerald Kingsbury, Archibald Claude Kingswell, Roger Kirkup, Charles Patrick Baillie Knight, B.A. Oxon., Cho Yiu Kwan, Joseph Watson Lambert-Laughton, George Cecil Lightfoot, B.A. Oxon., Rhys Ap Llewelyn, Bernard Vincent Lynskey, James Russell MacPherson, Harry Vivian Mansfield, Norman Barr Martin, David Matthew, B.A. Oxon., John Eaden Matthew, B.A. Cantab., Robert James Middlemas, James Leslie Mobsby, William David Morgan, Charles Richard Moss, B.A. Oxon., Clarence William Nelson, Alan Croome Nichols, Hyvan Carr

Norcott, Alfred James Norman, William Francis Bell Nott, Terence Owen O'Shea, Henry Vaughan Page, Charles Harland Parker, Clement Frederick Penruddock, B.A. Oxon., David Merlin Phillips, William Alexander Martin Pink, Harry Montague Pinney, Archibald Robert Piper, B.A. Oxon., Oliver Edward Plumridge, Ronald Baldwin Price, Robert Arundel Ratcliffe, B.A. Cantab., Richard Reynolds Rathbone, Sidney Alfred Redfern, B.A. Cantab., Hywel Richards, B.A. Oxon., Hubert Louis Rowan, John Cheetham Selwyn Rowbotham, Edward Hugh Lee Rowcliffe, Henry Edmund Sargant, B.A. Cantab., Geoffrey Vivian Scott, B.A. Cantab., Robert Kersly Seddon, Muhammad Shams-Uz-Zoha, B.A. Calcutta, LL.B. Belfast, Julius Silman, Patrick Ian Manson Sinton, Humphrey Slade, B.A. Oxon., Henry Oldham Smith, Lawrence Richmond Smith, B.A. Cantab., Arthur Bertram David Spiro, Edward Hampson Stansfield, Freda Watson Strange, Edward Thomas Stirk, John Walter Rocke Swayne, David Taylor, LL.B. Liverpool, George Percy Taylor, LL.B. Manchester, David Leslie Roberts Thomas, Jeffery Percy Christien Tooth, Stephen Townsend, John Ernest Pitts Tucker, Eric Lloyd Horsfall Turner, Lawrence Wagstaffe, George Henson Waller, B.A. Oxon., Charles Reginald Watson, B.A., LL.B. Cantab., Eric Dalton Watterson, LL.B. Birmingham, Bertie Wendorff, Christopher Frederick Henslowe Wigan, George Edward Williams, John Lumley Williams, Frank Wilson, B.A. Cantab., James Hollyer Wilson, Walter Eric Wolff, B.A. Cantab., Herbert Wood, Henry Rowland Wormald, B.A. Leeds.

No. of Candidates, 346. Passed, 258.

Legal Notes and News.

Honours and Appointments.

Sir WILLIAM BULL, M.P., solicitor, has been presented with a gold watch and chain by members of the "T" Division of the Metropolitan Special Constabulary, to replace those stolen during a recent burglary at his house in Uxbridge-road. The presentation was made at the Town Hall, Hammersmith, by the Commandant of the Division, Sir Edward Nicholl.

His Honour JUDGE STURGES, K.C., the Judge of the County Courts on Circuit 37 (West London, etc.), has retired from the office of County Court Judge.

The Lord Chancellor has appointed His Honour Judge HARGREAVES to be the Judge of the County Courts on Circuit 37 in the place of Judge Sturges, and His Honour Judge HOGG to be the Judge of the County Courts on Circuit 48 (Lambeth, etc.), in the place of Judge Hargreaves.

The Chancellor of the Duchy of Lancaster has appointed Mr. ARTHUR TINLEY CROSTHWAITE to be the Judge of the County Courts on Circuit 5 (Salford, etc.), in the place of Judge Hogg. Mr. Crosthwaite was called to the Bar in 1906.

Mr. G. CECIL WHITELEY, K.C., M.A. (Cantab.), has been elected a Bencher of the Middle Temple. Mr. Whiteley was called to the Bar in 1900, took silk in 1921, and is Recorder of Sandwich.

The King has approved the recommendation of the Home Secretary that Mr. HENRY SMETHURST MUNDAHL be appointed Stipendary Magistrate of Middlesbrough, in the place of Mr. M. P. GRIFFITH-JONES, who has been appointed a Metropolitan Police Magistrate. Mr. Mundahl was called to the Bar in 1891.

The Lord Chancellor has appointed Mr. WILLIAM RICHARD HUGHES, Solicitor, Caernarvon, to be Registrar of the Caernarvon, Bangor and Anglesey County Courts, as from the 1st December next. Mr. Hughes was admitted in 1914, and also holds the appointments of Police Prosecuting Solicitor for the Caernarvon Division and Clerk to the Gwyrfai and Dwyran Rural District Councils.

Mr. C. G. ROPER HILL, solicitor (the deputy clerk), has been appointed Clerk to the Magistrates for the Petty Sessional Division of Ormskirk, in succession to Mr. E. L. Biddlecombe, B.A., who has resigned on account of ill-health. Mr. Hill was admitted in 1921 and also holds the appointment of Clerk to the Latham and Burscough Urban District Council.

The Hon. Mr. Justice AVORY has been elected Treasurer of the Inner Temple for the year 1929, and Viscount SUMNER has been elected Reader for the Lent Vacation.

Mr. F. G. THOMAS, K.C., C.M.G., and Mr. E. W. CAVE, K.C., have been elected Masters of the Bench of the Inner Temple. Mr. Thomas was called to the Bar in 1899, and Mr. Cave was called in 1897. Both took silk in 1921.

Mr. WILLIAM EDWARD VERNON, M.A., B.C.L., barrister-at-law, has been appointed by the Honourable Society of the Middle Temple one of their representatives on the Incorporated Council of Law Reporting for England and Wales in succession to Mr. Alexander Macmorran, K.C., resigned. Mr. Vernon was called to the Bar in 1889.

Mr. JOHN DOUGLAS YOUNG, barrister-at-law, has been appointed one of the Judges of the High Court of Judicature at Allahabad in the place of Sir Cecil Henry Walsh, who has resigned.

Mr. ROBERT G. F. HILLS, solicitor (Messrs. Ravenscroft, Woodward & Co.), deputy-chairman of the British Law Insurance Co. Limited, has been elected Chairman of the company in succession to the late Mr. W. F. Monier-Williams. Mr. Hills was admitted in 1890.

Mr. L. W. NORTH-HICKLEY, J.P., solicitor (Messrs. Clowes, Hickley & Heaver), a director of the British Law Insurance Company, has been appointed Deputy-Chairman thereof. Mr. Hickley was admitted in 1889.

Mr. JOSEPH DAVIES, the senior member of the firm of Joseph Davies & Son, Aberystwyth, solicitors and notaries public, was, at a recent meeting of the Court of Governors of the University College of Wales, elected a Governor of the College for a period of three years. Mr. Davies, who was admitted in 1881, is the Representative of the Law Society on the Legal Advisory Committee of the College, and is also Chairman of the Court of Referees under the Unemployment Insurance Acts for the Aberystwyth District.

Professional Announcements.

(2s. per line.)

Messrs. Syrett & Sons, solicitors, announce that on Monday, the 10th December, they are removing their main offices from 115, Moorgate to No. 2, John Street, Bedford Row, where the telephone number will be Holborn 8661 (two lines). For the convenience of clients, offices will be retained at 115, Moorgate, where the telephone number will be London Wall 3205.

Mr. T. E. J. N. POWELL, solicitor, Tenby, announces that he has joined his father, Mr. Thomas H. Powell in partnership at Llandilo, Carmarthenshire, to which address all future communications should now be sent.

Wills and Bequests.

Mr. Robert Mossop, solicitor, Woking, Surrey, left estate of the gross value of £25,136.

Mr. William Todd, solicitor, Lancaster, left estate of the gross estate of £29,740.

Mr. J. C. Harrison, B.A., solicitor, Holbeach, who died on 28th July, left estate of the gross value of £28,557 15s. 8d. and probate has been granted to his brother, Mr. Lenny S. Harrison, solicitor, Southwold and his articled clerk, Mr. Oliver Miles. He left, *inter alia*, £100 to his brother Mr. Lenny S. Harrison, £200 to his articled clerk, Mr. Oliver Miles, as executor.

A SOLICITOR'S BEQUESTS TO HIS CLERKS.

Mr. Frank Humphry, solicitor, of Crowborough, Sussex, and a member of the town fire brigade, who died on 6th September, aged sixty-three, left property of the value of £22,264. He gives £50 each to the Solicitors' Benevolent Association, the National Fire Brigade Union Widows and Orphans Fund, the Tunbridge Wells General Hospital, and the Crowborough Cottage Hospital; £25 to St. John's, Crowborough, Nursing Fund; £10 each to the Crowborough Athletic Club, the Crowborough Band and the Crowborough Branch of the Salvation Army; £5 to each man in the choir, the organist, organ blower, and bellringer, and £1 to each boy in the choir of St. John's Church; £2 for each year of service to each of the officers and firemen and the secretary of the Crowborough Fire Brigade, and £2 for each messenger; and £1 to each postman and 10s. to each telegraph messenger at the Crowborough Post Office. An annuity of £52 to Jesse Patrick, if still in his service; £200 to his clerk, Frederick William Darby, and £100 each to James Henry Bernard Parkhurst and Edward Claud Griffiths, and £50 to Reginald Seymour Miller, clerks, if respectively in his employ at the time of his death. Subject to a few smaller legacies, one-fourth of the residue of the property between his clerks Frederick William Darby, James Henry Bernard Parkhurst, Edward Claud Griffiths, and Reginald Seymour Miller, saying: "I feel I cannot say or do too much for my clerks; their help has made work a pleasure for me."

Professional Partnerships Dissolved.

FREDERICK WALTON LEAF and ARTHUR ALEXANDER PITCAIRN, solicitors, 56, Victoria Street, Westminster, S.W.1 (Wootton, Leaf and Pitcairn), by mutual consent as from 30th April, 1928. The business will be carried on in future by A. A. Pitcairn.

ALFRED ALLAN IRONSIDE and THOMAS GLADSTONE NEW, solicitors, Leicester (Ironside and New and J. Arnall and Son), by mutual consent as from 29th September. A. A. Ironside will continue to carry on business at 6, Market Street, Leicester, under the style of Ironside and Co., and at 29, Horsefair Street, Leicester, under the style of J. Arnall and Son.

JOHN CURZON INGLE, ARTHUR GREGORY WHITTING, WILLIAM BROUNCKER INGLE and JOHN WALFORD BROUNCKER INGLE, solicitors, Capel House, New Broad-street, E.C. (Hanbury, Whitting & Ingle), so far as regards W. B. Ingle, who retired from the firm 30th September. The business will be carried on by the continuing partners under the same style.

THE DANGER OF CARS PASSING TRAMS.

A suggestion that the Ministry of Transport might consider an alteration in motoring law was made by Mr. Ingleby Oddie, the coroner, at an inquest at Lambeth on Tuesday on a man who was struck by a motor-car while alighting from a tramcar.

"So long as motor-vehicles are allowed to overtake tramcars on the near side at stopping places, so long shall we have this class of fatality," said Mr. Oddie.

"In some countries, and even in this country, vehicles are not allowed by the bye-laws to overtake stationary trams on the near side. I believe this is so in Birmingham and in Glasgow, and it is a question whether the Ministry of Transport ought not seriously to consider this matter with a view to introducing legislation in the interests of tramcar passengers."

A SOLICITOR DEFENDS A BARRISTER.

At the Retford Police Court last week Mr. C. F. Richmond appeared on behalf of Mr. Montagu Lyons, Barrister-at-Law, who was charged with obstructing the highway with a motor car on 11th October. Mr. Richmond hoped that the absence of his "client" would not be considered in any way discourteous to the bench, and explained how business in the county court had detained him. A fine of 20s. was imposed.

WHY NOT A COURT OF DOMESTIC RELATIONS?

In connexion with an article which appeared in THE SOLICITORS' JOURNAL under the above title on 13th October last, our readers will be interested to learn that a Bill has now been introduced into the House of Commons by Mr. Harry Snell "to provide for a court of domestic relations to deal with certain matrimonial cases." The Bill (No. 10) is supported by Miss Bondfield, Mr. Walter Baker, Mr. Gillett, Mr. Barnes, and Mr. Rosslyn Mitchell. Our second article on the same subject appeared in our issue of the 24th ult. (72 SOL. J. 786).

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'nd'y Dec. 3	Mr. Hicks Beach	Mr. Ritchie	Mr. Ritchie	Mr. Synge
Tuesday .. 4	Synge	Bloxam	*Synge	*Jolly
Wednesday 5	More	Jolly	Jolly	*Ritchie
Thursday . 6	Ritchie	Hicks Beach	*Ritchie	*Synge
Friday 7	Bloxam	Synge	Synge	*Jolly
Saturday .. 8	Jolly	More	Jolly	Ritchie
	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE TOMLIN.	MR. JUSTICE CLAUSON.
M'nd'y Dec. 3	Mr. Jolly	Mr. *Hicks Beach	Mr. Bloxam	Mr. More
Tuesday .. 4	Ritchie	Bloxam	*More	Hicks Beach
Wednesday 5	Synge	*More	*Hicks Beach	Bloxam
Thursday . 6	Jolly	Hicks Beach	*Bloxam	More
Friday 7	Ritchie	*Bloxam	More	Hicks Beach
Saturday .. 8	Synge	More	Hicks Beach	Bloxam

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 6th December, 1928.

	MIDDLE PRICE (28th Nov.)	INTEREST YIELD. £ s. d.	YIELD WITH REDEMPTION. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	88½	4 11 0	—
Consols 2½%	56¼	4 9 0	—
War Loan 5% 1929-47	101⅛	4 18 6	4 17 6
War Loan 4½% 1925-45	98	4 12 0	4 14 0
War Loan 4% (Tax free) 1929-42	100⅞	4 0 0	3 19 6
Funding 4% Loan 1960-1990	90	4 9 0	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	95	4 4 6	4 7 6
Conversion 4½% Loan 1940-44	98xd	4 12 0	4 13 0
Conversion 3½% Loan 1961	79	4 8 6	—
Local Loans 3% Stock 1921 or after	65¾	4 12 0	—
Bank Stock	262	4 11 6	—
India 4½% 1950-55	93	4 17 0	4 19 6
India 3½%	71½	4 18 0	—
India 3%	61	4 18 0	—
Sudan 4½% 1939-73	97	4 13 0	4 15 0
Sudan 4% 1974	87	4 12 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	82	3 13 0	4 8 0
Colonial Securities.			
Canada 3% 1938	87	3 9 0	4 16 0
Cape of Good Hope 4% 1916-36	94	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	82	4 5 6	4 18 6
Commonwealth of Australia 5% 1945-75	100	5 0 0	5 2 0
Gold Coast 4½% 1956	97	4 13 0	4 17 6
Jamaica 4½% 1941-71	96	4 14 0	4 17 6
Natal 4% 1937	94	4 5 6	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 7 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	98	4 12 0	4 17 6
New Zealand 5% 1945	105	4 15 6	4 14 0
Queensland 5% 1940-60	98	5 2 0	5 0 6
South Africa 5% 1945-75	104	4 16 0	4 16 0
South Australia 5% 1945-75	99	5 1 0	5 2 0
Tasmania 5% 1945-75	102	4 18 0	5 0 0
Victoria 5% 1945-75	99	5 1 0	5 0 0
West Australia 5% 1945-75	99	5 1 0	5 2 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	65	4 13 0	—
Birmingham 5% 1946-56	104	4 16 0	4 15 0
Cardiff 5% 1945-65	103	4 18 0	4 16 6
Croydon 3% 1940-60	71	4 5 0	4 16 0
Hull 3½% 1925-55	80	4 7 6	5 0 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 13 0	—
Manchester 3% on or after 1941	65	4 13 0	—
Metropolitan Water Board 3% 'A' 1963-2003	66½	4 11 0	4 12 6
Metropolitan Water Board 3% 'B' 1934-2003	66½	4 11 0	4 12 6
Middlesex C. C. 3½% 1927-47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	74	4 14 6	—
Nottingham 3% Irredeemable	64	4 12 6	—
Stockton 5% 1946-66	104	4 16 0	4 19 0
Wolverhampton 5% 1946-56	103	4 17 0	4 19 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81	4 19 0	—
Gt. Western Rly. 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	94	5 6 0	—
L. & N. E. Rly. 4% Debenture	76	5 5 6	—
L. & N. E. Rly. 4% Guaranteed	71½	5 12 9	—
L. & N. E. Rly 4% 1st Preference	60	6 12 0	—
L. Mid. & Scot. Rly. 4% Debenture	82	4 18 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	77½	5 4 0	—
L. Mid. & Scot. Rly. 4% Preference	69	5 16 0	—
Southern Railway 4% Debenture	82	4 18 0	—
Southern Railway 5% Guaranteed	97	5 4 0	—
Southern Railway 5% Preference	90	5 11 0	—